

**PROFESSIONAL SERVICES AGREEMENT**

**CITATION MANAGEMENT AND ADJUDICATION  
SYSTEM**

BETWEEN



COOK COUNTY GOVERNMENT

DEPARTMENT OF ADMINISTRATIVE HEARINGS AND BUREAU OF TECHNOLOGY

AND

DACRA ADJUDICATION SYSTEMS, LLC d/b/a DACRA TECH, LLC

**CONTRACT NO. 2003-18547**

**(PURCHASE ORDER NO. 70000185831)**

**CITY OF JOLIET CONTRACT DOCUMENT DATED JUNE 12, 2018**

## PROFESSIONAL SERVICES AGREEMENT

### TABLE OF CONTENTS

TERMS AND CONDITIONS .....	5
ARTICLE 1) INCORPORATION OF BACKGROUND .....	5
ARTICLE 2) DEFINITIONS .....	5
a) Definitions .....	5
b) Interpretation.....	6
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	6
a) Services.....	6
b) Deliverables.....	6
c) Standard of Performance .....	7
d) Personnel.....	7
e) License .....	8
f) Term of License.....	9
g) Module Delivery Dates.....	9
h) Features and Integrations.....	9
i) Insurance .....	10
j) Limitation of Liability .....	14
k) Confidentiality and Ownership of Documents Assignment of Contract or Contract Funds ....	13
l) Patents and Copyrights.....	14
m) Examination of Records and Audits.....	14
n) Subcontracting or Assignment of Contract.....	15
ARTICLE 4) TERM OF PERFORMANCE.....	15
a) Term of Performance .....	15
b) Timeliness of Performance.....	15
ARTICLE 5) COMPENSATION.....	16
a) Basis of Payment.....	16
b) Method of Payment .....	16
c) Non-Appropriation .....	17
d) Taxes .....	17
e) Consultant Credits .....	17
ARTICLE 6) DISPUTES.....	18
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE.....	18
WITH ALL LAWS.....	18
ARTICLE 8) SPECIAL CONDITIONS.....	18
a) Warranties and Representations.....	18
b) Ethics.....	19
c) Joint and Several Liability .....	20
d) Business Documents.....	20
e) Conflicts of Interest .....	20
f) Non-Liability of Public Officials .....	21
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION.....	21
AND RIGHT TO OFFSET.....	21

a) Events of Default Defined .....	21
b) Remedies.....	22
c) Early Termination.....	23
d)Prepaid Fees.....	23
ARTICLE 10) GENERAL CONDITIONS .....	23
a) Entire Agreement.....	23
b) Counterparts.....	25
c) Contract Amendments .....	25
d) Governing Law and Jurisdiction.....	25
e) Severability.....	25
f) Assigns.....	25
g) Cooperation.....	26
h) Waiver.....	26
i) Independent Consultant.....	26
j) Governmental Joint Purchasing Agreement.....	27
k) Comparable Government Procurement .....	27
l) Force Majeure .....	27
m) Federal Clauses .....	27
ARTICLE 11) NOTICES .....	31
ARTICLE 12) AUTHORITY .....	32

**List of Exhibits**

Exhibit 1	Scope of Services
Exhibit 2	Module Delivery and Compensation Schedule
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Certification for Consulting or Auditing Services
Exhibit 6	Cook County Travel and Business Expenses Policy and Procedures
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement and Execution Document Index
Exhibit 9	Board Authorization Letter
Exhibit 10	Statement of Work (including SLA)
Exhibit 11	System Requirement Matrix
Exhibit 12	Cook County IT Special Conditions
Exhibit 13	FBI Criminal Justice Information Services Security Addendum

The foregoing Exhibits are incorporated into and made part of this Agreement. In the event that the provisions of the Professional Services Agreement and any Exhibit are in actual conflict, the provisions of the Professional Services Agreement shall control.

**Attachments**

**Attachment 1 – City of Joliet Contract dated June 12, 2018**

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” or “Cook County” and **DACRA ADJUDICATION SYSTEMS, LLC, a Delaware limited liability company d/b/a DACRA Tech, LLC** (hereinafter referred to as “Consultant” or “DACRA”), pursuant to authorization by the Cook County Board of Commissioners on **May 13, 2021** as evidenced by Board Authorization Letter (attached hereto as Exhibit 9, incorporated herein).

## **RECITALS**

**WHEREAS**, DACRA has devised a Municipal Enforcement System for officers and administrators to improve municipal e-citation and adjudication processes allowing municipal and governmental bodies to modernize and maximize violation procedures, (including, without limitation, parking, code enforcement, towing, state ticketing, local ordinance violation ticketing, warning ticketing, juvenile violations, certain violator data expungements, abandoned vehicle tracking, police tow inventory management, and home rule tax enforcement, administrative hearing management and processing, and other functions) resulting in the efficient collection of enforcement revenue by the municipal/governmental body, (the “**DACRA Municipal Enforcement Process**”); and

**WHEREAS**, in furtherance of the DACRA Municipal Enforcement Process, DACRA has devised an array of cloud-based software applications consisting of various software products owned and distributed by DACRA which allow for system administration, system management and system monitoring (collectively, the “**Municipal Enforcement and Administrative Hearing System Software**”); and

**WHEREAS**, COOK COUNTY has expressed an interest in procuring a license of the Municipal Enforcement and Administrative Hearing System Software so as to allow COOK COUNTY to implement and utilize the DACRA Municipal Enforcement Process and begin the process of more efficiently administering and collecting on violations; and

**WHEREAS**, COOK COUNTY further desires that its license to the Municipal Enforcement and Administrative Hearing System Software extend to the Sheriff of Cook County, the Forest Preserve Police of Cook County, the Cook County Department of Revenue Home Rule Tax Enforcement, and to the Cook County Department of Administrative Hearings; and

**WHEREAS**, DACRA has agreed to provide COOK COUNTY with a perpetual license of the Municipal Enforcement and Administrative Hearing System Software and other services, as set forth herein under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration for providing a license of the DACRA Municipal Enforcement Process and the Municipal Enforcement and Administrative Hearing System Software and in consideration of maintenance and other services as set forth herein and for

additional consideration hereby mutually acknowledged to have been received, it is hereby agreed as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The foregoing recitals set forth above are hereby incorporated by reference as if fully set forth herein in this paragraph in their entirety.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** or **"Contract"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Municipal Enforcement and Administrative Hearing System Software"** shall refer to software system as defined above in the recitals to this Agreement. Any reference to the Municipal Enforcement and Administrative Hearing System Software shall expressly exclude all future modules of the DACRA Municipal Enforcement Process and/or Municipal Enforcement and Administrative Hearing System Software devised and offered to municipal/governmental bodies by DACRA.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"DACRA Municipal Enforcement Process"** shall refer to the system as defined above in the recitals to this Agreement.

**"Program Documentation"** refers to materials provided by DACRA to COOK COUNTY as part of the DACRA Municipal Enforcement Process.

**"Services"** shall refer to all Maintenance Services, Data Hosting Services and all services provided by DACRA to the extent prescribed in this Agreement in connection with the

DACRA Municipal Enforcement Process and Municipal Enforcement and Administrative Hearing System Software.

**"Subcontractor"** or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- ii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iii) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- iv) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- v) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**ARTICLE 3) SERVICES AND DELIVERABLES OF CONSULTANT**

**a) Services**

Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c.

**b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. **"Deliverables"** include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant exclusively for the County. Deliverables shall further include the License (as defined below) respect to:

- (a) The DACRA Municipal Enforcement Process; and

(b) The Municipal Enforcement and Administrative Hearing System Software.

Deliverables shall further include the Services, as described above, including all Services described in Exhibit 2, Module Delivery and Compensation Schedule; Exhibit 10, Statement of Work (including SLA); and Exhibit 11, System Requirements.”

**c) Standard of Performance for Services**

Without limitation of Section 2(e) below, Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to Consultant’s possession of that information, Consultant agrees to be held to the standard of care of reasonableness (and for no other purpose).

Without limitation of Section 2(e) below, Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals reasonably qualified and competent in the applicable discipline and appropriately licensed, if and to the extent required by law. Consultant must provide copies of any such licenses obtained by Consultant to the extent such licenses are required by law. Without limitation of Section 2(e) below, Consultant remains responsible for the professional and technical accuracy of all Services furnished, whether by Consultant or its Subconsultants or others on its behalf. All Services must be performed in accordance with this Agreement and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. Without limitation of Section 2(e) below, this provision in no way limits the County’s rights against Consultant either under this Agreement, at law or in equity.

Consultant shall further achieve Uptime SLA as referenced in the Warranty and Service Support section of the Statement of Work incorporated herein as Exhibit 10.

**d) Personnel performing Services**

**i) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it a reasonably adequate staff of competent personnel that is fully equipped, licensed as appropriate to the extent required by applicable law, available as needed pursuant to the terms of this Agreement, qualified and assigned exclusively to perform the Services.

ii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section is solely for the benefit of the County and that it does not grant any third-party beneficiary rights.

iii) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

Notwithstanding anything to the contrary in this Agreement, the foregoing provisions in the paragraph relating to Minority and Women Owned Business Enterprises Commitments are inapplicable.

e) **License**

DACRA hereby grants to Licensee (defined below) a perpetual, conditional, non-transferable and non-exclusive license to implement and fully utilize the Municipal Enforcement and Administrative Hearing System Software, the DACRA Municipal Enforcement Process and the Program Documentation (the "**License**").

As utilized herein, the term "**Licensee**" shall be comprised only of the following agencies and districts under the direction and control of Cook County: (a) the Sheriff of Cook County; (b) the Forest Preserve Police of Cook County; (c) the Cook County Department of Revenue / Home Rule Tax Enforcement, and (d) the Cook County Department of Administrative Hearing Officers and Staff and (e) any adjudicative and/or administrative



hearing officer or third-party hearing body utilized or retained by or under the control of any of the foregoing itemized in (a), (b) (c) or (d) above in this paragraph.

The License shall be non-transferable shall apply only to the Licensee and to no other district or division of the County and shall not apply to any other third-party. The License shall include the right to utilize all Program Documentation that accompanies the DACRA Municipal Enforcement Process. The License shall not be subject to any sub-license to any third-party. The License shall be subject to the terms, covenants and conditions as set forth in this Agreement. The License shall not include any right beyond the express scope of the rights conferred in this Agreement. Cook County further acknowledges and agrees that in the event Cook County wishes to have other Cook County divisions, districts or group(s) utilize the License, then in such instance, additional fees shall apply pursuant to a separate agreement to be entered into in the future under terms acceptable to DACRA and Cook County.

- f) **Term of the License.** Provided that the Licensee is in material compliance with the terms and conditions of this Agreement, and provided the Licensee has paid the DACRA Administrative Hearing System Fees in accordance with this Agreement, the term of the License shall be perpetual and shall be revocable only in the event of a material breach of this Agreement by any Licensee (the “**License Term**”).
- g) **Module Delivery Dates.** DACRA shall deliver the various modules and components of the DACRA Municipal Enforcement Process to Cook County in accordance with the Schedule incorporated herein as **Exhibit 2** attached hereto. The Parties hereby acknowledge and agree that modules delivered to the Cook County Sheriff, Cook County Forest Preserve Police, the Cook County Department Revenue, and the Cook County Department of Administrative Hearings will be delivered by DACRA at different times in accordance with the “**Module Delivery Schedule**”.
- h) **Features and Integrations.**

The Parties hereby acknowledge that the implementation of various modules in accordance with the Module Delivery Schedule will require specific functionalities not present in DACRA today. In this regard, DACRA will collaborate with COOK COUNTY for the specific development effort with respect to those items set forth within **Exhibit 2** and **Exhibit 10** and further designated as “**Category D and E Custom Build Items**” in those respective **Exhibit 2** and **Exhibit 10**.

The Parties hereby acknowledge that DACRA will charge a development fee for these items (the “**Development Fee**”) which fee shall not exceed in the aggregate, the sum of \$633,500. Notwithstanding the foregoing, the Development Fee is based on the mutual scoping by the Parties and in the event that the actual work may, in some circumstances, exceed the estimated scope, the Parties shall mutually review and discuss an adjustment to the Development Fee. Any adjustment to the Development Fee shall be based upon the number of development hours needed by DACRA to complete the custom functionality at the hourly rate imposed by DACRA of \$175.00 per hour. As each Category D and E Custom Build Item

is completed in accordance the standards set forth in this Agreement, DACRA shall invoice Cook County the hourly fee of \$175.00 per hour (or such other hourly fee as may be agreed upon by the parties) associated with the Category D and E Custom Build Items.

**i) Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

**(i) Insurance to Be Provided**

**(1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

**(2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

U.S. based Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

**(3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

**ii) Additional Insurance Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 4) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all U.S. based Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

**j) Limitation of liability**

CONSULTANT EXPRESSLY WARRANTS TO COOK COUNTY THAT ALL SERVICES, DELIVERABLES AND LICENSED MATERIAL PROVIDED BY CONSULTANT UNDER THE TERMS OF THIS AGREEMENT SHALL NOT INFRINGE UPON ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (THE "THIRD PARTY INTELLECTUAL PROPERTY WARRANTY (THE "INTELLECTUAL PROPERTY WARRANTY").

WITH THE EXCEPTION OF THE AFOREMENTIONED INTELLECTUAL PROPERTY WARRANTY, AND ALL OTHER WARRANTIES AND REPRESENTATIONS MADE BY CONSULTANT IN THIS AGREEMENT, CONSULTANT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING THE SERVICES, THE DELIVERABLES, THE CONSULTANT MUNICIPAL ENFORCEMENT SYSTEM AND/OR THE ADMINISTRATIVE HEARING SOFTWARE. CONSULTANT DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED OR THAT THE DELIVERABLES AND/OR ADMINISTRATIVE HEARING SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. COOK COUNTY HEREBY ACKNOWLEDGES THAT CONSULTANT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CONSULTANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

TO THE EXTENT NOT PROHIBITED BY LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES, THE DELIVERABLES AND/OR THE ADMINISTRATIVE HEARING SOFTWARE. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. HOWEVER, EACH PARTY SHALL BE ENTITLED TO RECOVER PROVABLE ACTUAL AND/OR CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO DELIVERABLES, THE SERVICES AND/OR THE ADMINISTRATIVE HEARING SOFTWARE OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM ARISING HEREUNDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS THE COUNTY HAS ACTUALLY PAID TO CONSULTANT UNDER THIS AGREEMENT AT THE TIME THAT IT SEEKS TO RECOVER DAMAGES AGAINST CONSULTANT OR THE COUNTY'S COST TO PROCURE COMPARABLE REPLACEMENT SERVICES, WHICHEVER IS GREATER.

THE PROVISIONS OF THIS SECTION (e) ENTITLED LIMITATION OF LIABILITY SHALL SUPERCEDE ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT.

**k) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

**DACRA's Intellectual Property.** Notwithstanding anything to the contrary herein, DACRA or its licensors retain all ownership of all Intellectual Property Rights to the DACRA Municipal Enforcement Process and to the Municipal Enforcement and Administrative Hearing System Software and to the Program Documentation (the "**Licensed Material**"). Nothing in this Agreement shall be deemed to be a transfer or convey of any Intellectual Property Rights to the Licensee or any third-party. Notwithstanding anything to the contrary herein in this Agreement, Intellectual Property Rights all times shall be the sole and exclusive property of DACRA. As utilized herein the term "**Intellectual Property Rights**" shall refer to all copyright, patent, trade secret and trademark rights (whether arising by registration with the USPTO, the Library of Congress or otherwise) or arising by common law or state or local law. Intellectual Property Rights shall include all future developments, regardless of whether Licensee had any input or in any way assisted in any such new development. Licensee may not:

- (a) Allow access to the Licensed Material in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by DACRA;
- (b) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any of the Program Materials, except for the use by Licensee; and,
- (c) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services or the Licensed Material (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

**Licensee's Data.** Licensee shall retain all ownership in and to Licensee's Data. The term "**Licensee's Data**" refers to the citation and hearing data collected on behalf of Licensee with respect to the DACRA Municipal Enforcement Process and/or the Municipal

Enforcement and Administrative Hearing System Software. As part of DACRA's Services, Licensee may authorize reciprocal access to certain Licensee Data to authorized DACRA users in other municipal/governmental entities, in return for allowing Licensee to access similar data in such participating municipal/governmental entities.

**l) Patents and Copyrights**

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of Administrative Hearing Software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**m) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

**n) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Agreement shall not be assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Agreement funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") in the manner and form incorporated herein as Exhibit 7.

**Third-Party Agreements.** The Parties hereby acknowledge that it may be necessary for Licensee to enter into additional contracts with third-party vendors (by way of example, a third-party debt collection firm or third-party payment processing firm) in order to use some of the Municipal Enforcement and Administrative Hearing System Software functions ("**Third-Party Vendors**"). The parties to this Agreement hereby acknowledge and agree that DACRA has no control over and shall not be liable with respect to the functionality of the Municipal Enforcement and Administrative Hearing System Software in the event of any modification in whole or in part by any Third-Party Vendor(s). All costs incurred in connection with any Third-Party Vendors shall be the sole and absolute responsibility of the Licensee.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on June 01, 2021 ("**Effective Date**") and continue until June 11, 2023 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

i) Consultant must provide the Services and Deliverables within the term and within

the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1.

- ii) Absent a breach of this Agreement by the County, neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The County will pay Consultant according to Exhibit 2, Module Delivery and Compensation Schedule."

### **b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that, to the extent reflected in the Invoice, it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement to the extent reflected in the Invoice.



The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 30 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2, Module Delivery and Compensation Schedule, without a written amendment in accordance with Section 10 (c), Contract Amendments, herein.

**c) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant and all licenses granted herein are rescinded and terminated in full as of such notice. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**d) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**e) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

## **ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be submitted to the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her finding to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will not be final and binding but is merely an attempt by the parties to resolve the dispute without the necessity of protracted litigation. Dispute resolution as provided herein shall be a condition precedent to the filing of any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

## **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

In connection with signing and carrying out this Agreement, the County:

Will comply with the System Requirement Document in the manner and form incorporated herein as Exhibit 11 attached hereto, (the “**System Requirement Document**”).

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:

- (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present

clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the

inducement or in the performance, made by Consultant to the County.

- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Notwithstanding anything to the contrary in this Agreement, the failure of Cook County to pay any invoice for Services or Deliverables within 60 days of receipt by Cook County of any invoice from DACRA.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief

Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, and subject to the provisions of Article 3 above, the County may invoke remedies available at law or equity but subject to the limitations set forth in this Agreement and subject to any dispute resolution provision in this Agreement requiring alternative dispute resolution.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice. In the event of early termination, the parties shall make an equitable adjustment to the fees due and owing pursuant to Exhibit 2 based upon any benefit derived by the County along with some equitable use of the product by the County.

**d) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

i) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.



**b) Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended

sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

- i) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**m) Federal Clauses**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

- i) Equal Opportunity

- a. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- ii) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
  - a. When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a

provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

- b. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

iii) Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

iv) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

v) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$15000,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

vi) Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

vii) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

viii) Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Bureau of Technology  
69 West Washington Street, Room 2700  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number 2003-18547 on all notices)

If to Consultant: If to DACRA Tech, LLC

DACRA Tech, LLC  
10275 W. Higgins Road, Suite 490  
Rosemont, Illinois 60018  
Attention: Robert Schur, Chief Executive Officer

With a copy to:

Andrew E. Kolb, Esq.  
General Counsel  
Vanek, Larson & Kolb, LLC  
200 Main Street  
St. Charles, Illinois 60174

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

## **ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.



**EXHIBIT 1**  
**STATEMENT OF WORK FOR HOSTED SERVICES**

**Maintenance Services.** Maintenance services to be provided by DACRA to the Licensee will be limited to the DACRA Municipal Enforcement Process and the Municipal Enforcement and Administrative Hearing System Software, including the various customizations thereon, and shall consist of the following (collectively the “**Maintenance Services**”):

- (a) Defects – DACRA will fix and remedy all material defects in the functionality of the Software (i.e. software bugs); and
- (b) Documentation – DACRA will provide revisions to the extent available with respect to any documentation pertaining to the Licensed Software.

Maintenance Service shall be provided at no additional cost (other than those listed in Exhibit A) until June 12, 2023 (the “**Maintenance Included Period**”). Upon expiration of the Maintenance Included Period, DACRA shall charge an annual fee (the “**Annual Maintenance Fee**”) for the performance by DACRA of Maintenance Services which shall increase by five percent (5%) per 12-month period thereafter. All Annual Maintenance Fee’s shall be paid at the start of the 12-month period. At any time following the Maintenance Included Period, and provided COOK COUNTY has paid the DACRA Administrative Hearing System Fees, COOK COUNTY may elect in writing, not less than 90-days prior to the end of the 12-month period then in effect, to opt-out of obtaining Maintenance Services from DACRA at which time Maintenance Services shall be discontinued 60 days following receipt of such notice.

**Data Hosting Services.** Included in this License Term, Licensee’s Data will be hosted in a cloud-based manner by DACRA and/or its contractors and agents, (“**Data Hosting Services**”). DACRA will provide to Licensee Data Hosting Services at no additional cost) until June 12, 2023 after which time DACRA shall charge a Data Hosting Fee.

**Excluded Services.** The Parties hereby acknowledge and agree that Maintenance Services contemplated by this Agreement shall not include the following (collectively the “**Excluded Services**”) which said Excluded Services shall be provided under separate agreement for an additional fee and expense:

- (a) Software customization services such as additional customized features for and/or customized modifications to the functionality to the Municipal Enforcement and Administrative Hearing System Software beyond those included in “Category D and E Custom Build Items”;
- (b) Reporting customization services to generate customized reports outside the scope of the existing reporting functionality of the Administrative Hearing Software;

- (c) Hardware support and integration including, without limitation, the functionality of printers, workstation computers, and the interface with a server;
- (d) Modifications or remedies to the Administrative Hearing Software as a result of alteration of the software by any party other than DACRA (or its agents, contractors or employees);
- (e) Corrections to the data of the Licensee due to incorrect or defective data entry by the Licensee staff which causes the information within the Administrative Hearing Software to become inaccurate in non-functional in any respect.

**EXHIBIT 2**  
**MODULE DELIVERY AND FEE PAYMENT SCHEDULE**

The payment of the DACRA Administrative Hearing System Fees and the Enhanced Features & System Integrations Fees shall be as follows:

**DACRA Administrative Hearing System Fees**

**Delivery One: Project Plan**

*Target:* 30-60 days after Effective Date

*Deliverable:* Completed Project Plan document that defines:

- Delineate user groups, stakeholders and project members
- High-level requirements for each user group and module of the software
- Software workflows, including functional and technical workflows
- Additional system integrations
- Timelines and milestones
- Communication processes, protocol and personnel involved
- Design, testing, acceptance and implementation procedures
- Deployment architecture
- Security/Business continuity / Disaster Recovery
- Change management procedures

Amount Due - \$144,312.60

No delivery milestone shall be deemed complete until and unless representatives of both parties agree in writing that it is complete. Upon request by DACRA that the County confirm DACRA's completion of any milestone (a "Milestone Completion Confirmation Request"), the County shall work diligently to review the Deliverable to confirm that the milestone is complete and the County shall make its best efforts to provide a written response to the Milestone Completion Confirmation Request within 7 business days of such request.

**Delivery Two: Sheriff's Police Go-Live**

*Target:* 90-120 days after Effective Date

*Deliverable:* Sheriff's Police System Actual Go-Live or at such time that the DACRA Municipal Enforcement Process is ready. Test / training sites available prior to Go Live.

Amount Due - \$144,312.60

**Delivery Three: Forest Preserve Police Go-Live**

*Target:* 120 – 150 days after Effective Date

*Deliverable:* Forest Preserve System Actual Go-Live or at such time that the DACRA Municipal Enforcement Process is ready. Test / training sites available prior to Go Live.

Amount Due - \$144,312.60

**Delivery Four: AH Test System Delivery**

*Target:* 150-180 days after Delivery One

*Deliverable:* Test System for AH

Amount Due - \$144,312.60

**Delivery Five: AH Go-Live**

*Target:* 60-90 days after Delivery Four

*Deliverable:* AH System Go-Live or at such time that DACRA has delivered all significant functional requirements.is prepared to do so.

Amount Due - \$144,312.60

The delivery milestones listed here may be mutually adjusted by the Parties in accordance with the completion of Delivery One:

Payable on January 1, 2022 - \$388,333.00, or such date that is 30-days after Delivery Five

Payable on January 1, 2023 \$194,167.00

**Enhanced Features & System Integration Fees - \$633,500**

The Enhanced Features & System Integrations in an amount totaling \$633,500 shall be payable upon completion of each line item of enhancement or system integration as outlined in the SOW, but in no event later than January 1, 2023.

Contract No. 2003-18547  
Citation Management and Adjudication System

<b>D - No/Custom Build Needed = Items not in original proposal and custom development requires further scope for firm cost, preliminary estimate provided</b>					
Module	Feature Description	Requirement Reference #	Scope Complete?	Min Dev Hours	Max Dev Hours
Automation of Hwy Processes	Form	1.008	N	20	100
Automation of Hwy Processes	Owner Lookup	1.008, 1.037,2.236	N	50	200
Alert Escalation	Deadline missed	1.013, 1.015	N	10	40
Overall	Flexible Workflows	1.045	N	100	500
Overall	Business Rules	1.046	N	0	100
CCDOR rules and ordinances		1.049,2.24,4.029-4.032	N	0	200
Hearings	Enhanced ALJ scheduler	2.004	N	50	150
Hearings	New agencies, case types	2.026	N	20	200
Hearings Portal	Additional On-line appeals rules	2.033,2.034,2.035,2.036	N	20	100
Collections	Notice of Debt, Final Notice	2.066	N	20	100
Collections	Holds	2.067,2.068	N	10	100
Collections	Liens	2.069	N	50	100
Taxes	Overall Process	2.076-2.080, 2.150,2.151,2.152,2.153,2.154	N	100	300
Collections	Multiple status/transactions	2.082, 2.137	N	20	100
Address Validation	Update vs. Third-Party	2.083, 2.171, 2.172,2.200	N	50	250
Taxes	Taxes	2.150-2.154	N	100	300
Historical Data	Access to all past data	2.170	N	0	800
Collections	Payment Plans	2.175-2.180,2.201	N	10	80
Notices	Resolution Notice	2.202	N	10	50
Collections	Bankruptcy	2.181	N	10	50
Reports	Exception Reports	2.194	N	10	50
Collections	Recall from Collections	2.195,2.196	N	20	50
Forest Preserve	Case#, >30 days, data migration	2.225,2.246,2.252,2.255,2.267	N	20	100
Public Health	Inspection Reports	2.271	N	50	200
Data Store	Reference Documents	2.274	N	10	50
Public Health	violation rules	2.284,2.285,2.294,2.295	N	20	100

<b>E- Partial/API Included = Integration needs further scope to determine if custom dev is needed or if current API can accomplish preliminary estimate provided.</b>					
Module	Feature Description	Requirement Reference #	Scope Complete?	Min Dev Hours	Max Dev Hours
Integrations	Collection Agency	2.059,4.018-4.023	N	50	100
Integrations	LexisNexis	2.199	N	30	60
Integrations	Chase	2.200	N	30	60
Reporting	Need to review all	3.001-3.010	N	0	300
Integrations	ELS	4.035	N	0	200
Integrations	Vehicle Code Database	4.054	Y	0	0
Integrations	Catalyst GBL	4.056,4.096	Y	0	0
Integrations	BZ Workflow	4.064	N	100	200
Integrations	DES OnBase	4.067	N	100	200
Integrations	POS	4.072, 4.084,4.085	N	100	200

Contract No. 2003-18547  
Citation Management and Adjudication System

**EXHIBIT 3**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT**



OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

March 8, 2021

Mr. Raffi Sarrafian  
Chief Procurement Officer  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 2003-18547  
Citation Management and Adjudication System  
Bureau of Technology

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Darca Adjudication System LLC dba Darca Tech LLC  
Contract Amount: \$1,937,563.00  
Contract Goal: 35% MBE/ WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
Krasan Consulting Services	MBE (8)	City of Chicago	35%
<b>Total</b>			<u>35%</u>

**\*Commitment percentages are based on the professional services on the contract in the amount of \$833,500.00.**

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Edward H. Olivieri  
Contract Compliance Director  
EHO/ae

cc: Yaneth Lopez, OCPO  
Carlyn Augustave, BOT

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.**  **Direct Participation of MBE/WBE Firms**                       **Indirect Participation of MBE/WBE Firms**

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Krasan Consulting Services Inc  
Address: 3049 Burlington Ave., Lisle, IL 60532  
E-mail: siva.moopnar@KrasanConsulting.com  
Contact Person: Siva Moopnar Phone: 847 323 3015  
Dollar Amount Participation: \$ up to \$291,725 dependent on Cook County options for development  
Percent Amount of Participation: 35.0% of development portions %  
\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**



MBEWBE LETTER OF INTENT - FORM 2

MWBE Firm: Krasan Consulting Services Inc  
Contact Person: Siva Moopanar  
Address: 3049 Burlington Ave.  
City/State: Lisle Zip: 60532  
Phone: 847-323-3015 Fax: \_\_\_\_\_  
Email: siva.moopanar@krasanconsulting.com

Certifying Agency: City of Chicago  
Certification Expiration Date: 5/15/2020  
Ethnicity: Asian  
Bid/Proposal/Contract #: Contract No. 2003-18547  
FEIN #: \_\_\_\_\_

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Software Development

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

The payment amounts will be up to \$291,000 and the payment terms are invoices sent twice monthly with payment due 30 days after receipt.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE)

Pavithra Karumuri

Print Name

Krasan Consulting Services Inc

Firm Name

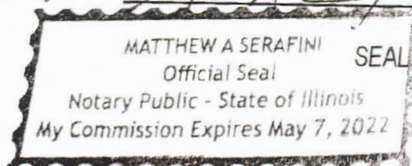
03/05/2021

Date

Subscribed and sworn before me

this 4 day of March, 2021

Notary Public



Signature (Prime Bidder/Proposer)

Robert L. Schur

Print Name

DACRA Tech LLC

Firm Name

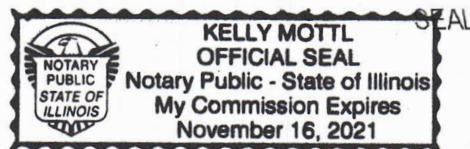
March 5, 2021

Date

Subscribed and sworn before me

this 5 day of MARCH, 2021

Notary Public





Cook County Government
M/WBE Reciprocal Certification Affidavit

Firm Name Krasan Consulting Services Inc
Address 3049 Burlington Ave Lisle
County Dupage IL Zip 60532
Phone 630 4681368 Email accounts@krasanconsulting.com

I Pavithra Karumuri CEO
(Authorized Representative) (Print Title)

of Krasan Consulting Services Inc do hereby affirm:
(Name of Firm)

1) Krasan Consulting Services Inc is a Minority and/or Women Business Enterprise
(Name of Firm)

currently certified by the City of Chicago as: [ ] Black- [ ] Hispanic- [x] Asian- [x] Woman-owned business.

2) With respect to Krasan Consulting Services Inc, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Krasan Consulting Services Inc
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (http://www.sba.gov/content/small-business-size-standards)

Upon penalty of perjury, I Pavithra Karumuri affirm that, to the best of my
(Authorized Representative)

knowledge and belief, the information herein is true and accurate.

Signature [Signature] Title CEO Date 03/04/2021

Subscribed and sworn to before me this 4 day of March, 2021
(Month) (Year)

[Signature]
(Notary's Signature)

Notary's Seal



My Commission Expires 5.7.2022



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 01 2019

Pavithra Karumuri  
Krasan Consulting Services Inc.  
3049 Burlington Avenue  
Lisle, IL 60532

Dear Ms. Kurumuri:

We are pleased to inform you that **Krasan Consulting Services Inc.** is certified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **07/15/2024**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **07/15/2020, 07/15/2021, 07/15/2022, and 07/15/2023**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **07/15/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **05/15/2024**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**541511 - Applications software programming services, custom computer**

**541512 - Computer software consulting services or consultants**

**541519 - Software installation services, computer**


**541611 - Business management consulting services**

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews   
Chief Procurement Officer

SEA/sI

Contract No. 2003-18547  
Citation Management and Adjudication System

**EXHIBIT 4**  
**EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lundstrom Insurance 2205 Point Blvd., Ste 200 Elgin IL 60123	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 847-741-1000		<b>FAX (A/C. No):</b> 847-428-8857
	<b>E-MAIL ADDRESS:</b> certificates@lundstrominsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> The Hartford Insurance Company			19682
<b>INSURED</b> DACRA Adjudication Systems, LLC d/b/a DACRA Tech, LLC 10275 W Higgins Rd Ste 490 Rosemont IL 60018	<b>INSURER B:</b> Nutmeg Insurance Company		
	<b>INSURER C:</b> Beazley USA Services		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 1614319992 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	83SBAAJ5HY4	11/30/2020	11/30/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83SBAAJ5HY4	11/30/2020	11/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	83SBAAJ5HY4	11/30/2020	11/30/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	83WECAJ8G8Z	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	E&O/Cyber Liability	Y	Y	WG00004311AA	11/30/2020	11/30/2021	Occur/Aggregate	2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Bobby Schur is excluded from coverage under the Workers Compensation/Employers Liability policy.  
 If required by written contract, Cook County, its officials, employees and agents are additional insureds on a primary and non-contributory basis with respect to general liability and cyber liability, and additional insureds (not primary) with respect to auto liability and umbrella liability.  
 If required by written contract, waivers of subrogation apply in favor of Cook County, its officials, employees and agents with respect to general liability, auto liability, E&O/Cyber liability, workers compensation, and umbrella liability.  
 30 day notice of cancellation applies for certificate holder on GL, Auto, Umbrella and Workers Compensation policies.

## CERTIFICATE HOLDER

## CANCELLATION

Cook County  
 Chief Procurement Officer  
 County Contract Number 2003-18547  
 118 North Clark Street, Room 1018  
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Contract No. 2003-18547  
Citation Management and Adjudication System

**EXHIBIT 5**  
**CERTIFICATION FOR CONSULTING AND AUDITING SERVICES**

**COOK COUNTY  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

“Auditing” means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

“Consulting” means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

“Elected Official” means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State’s Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

“County” shall mean the offices which are administered by the President of the County Board.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers to.

**SECTION 1: CONTRACTOR’S INFORMATION**

COMPANY NAME: DACRA Adjudication Systems LLC D/B/A DACRA Tech LLC  
ADDRESS: 10275 W. Higgins Rd., Ste 490, Rosemont, IL 60018  
TELEPHONE: 847 780 9183  
CONTACT NAME: Robert Schur  
CONTACT EMAIL: Bobby.Schur@DACRA Tech.com

**SECTION 2: AFFILIATE INFORMATION**

If the Contractor has any “Affiliates” please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification “Affiliates” shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. “Control” shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. “Person” means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

NA



**SECTION 3: CONTRACT INFORMATION**

- a. This Certification relates to the following Contract: 2003-18547 - Citation Management & Adjudication System
- b. The Contractor is providing the following type of Services: [ ] Auditing or  Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:  
Bureau of Technology
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [X] Yes or [ ] No.  
If yes, please state the other Contract Number(s) and the Nature of Services.

2003-18547

**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials. The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.



Signature

Robert L. Schur

Name (Type or Print)

Chief Executive Officer

Title

Jan 6 2021

Date

**EXHIBIT 6**  
**COOK COUNTY TRAVEL AND BUSINESS EXPENSES POLICY AND PROCEDURES**



# Cook County Travel and Business Expenses Policy and Procedures

**Adopted: FY 2017**

# Cook County Travel and Business Expenses Policy and Procedures

---

## Contents

INTRODUCTION .....	1
APPLICABILITY.....	1
GENERAL PRINCIPLES AND REQUIREMENTS.....	1
LOCAL TRAVEL .....	2
Definitions.....	2
Authorized Modes of Transportation for Local Travel.....	2
Local Travel Requirements.....	3
Preferred Method of Travel .....	3
County-owned vehicles.....	3
Personally Owned Vehicles .....	3
Reimbursement for Local Travel by Public Transportation .....	3
Mass Transit and Metra .....	3
Taxicabs .....	4
Uber/Lyft, etc.....	4
Reimbursement for Local Travel by POV .....	4
Parking and Tolls.....	4
Local Travel Reimbursement.....	5
Approval and Submission of Local Transportation Expense Voucher.....	5
NON-LOCAL TRAVEL .....	6
Reasons for Non-Local Travel.....	6
Limits on Participants .....	7
Non-Local Travel Approval Procedure .....	7
Travel Outside the Continental United States (U.S.).....	8
Reimbursable Non-Local Travel Expenses .....	8
County-owned vehicles.....	8
Personal Vehicles.....	8
Car Rental .....	8
Common Carrier (Air, Train, Bus) .....	9
Ground Transportation (Taxis, Public Transportation, Livery Service).....	9

# Cook County Travel and Business Expenses Policy and Procedures

---

Lodging .....	10
Meals and Incidental Expenses .....	10
Conference Registration Fees .....	10
Additional Reimbursable Expenses .....	11
Non-Reimbursable Non-Local Travel Expenses .....	11
Reimbursement for Non-Local Travel and Business Expenses.....	12
Non-Local Travel Reimbursement Voucher.....	12
Approval and Submission of Transportation Expense Vouchers .....	13
APPENDIX 1 .....	15
Travel Expense Voucher.....	15
APPENDIX 2.....	16
Travel Request Form.....	16
APPENDIX 3.....	17
Travel Reimbursement Voucher .....	17

# Cook County Travel and Business Expenses Policy and Procedures

---

## **INTRODUCTION**

The County of Cook (“County”) has a fiduciary responsibility to ensure County resources are used responsibly and that individuals do not incur inappropriate or excessive expenses, or gain financially from the County. As such, all persons who travel on behalf of the County are fiscally responsible and accountable for all County expenditures.

The purpose of the County’s travel and business expense policy and procedures is to provide guidelines for payment of authorized travel expenses in an efficient, cost effective manner, and to enable County travelers to successfully execute their local and non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County.

All official travel should be prudently planned so that the County’s best interests are served at the most reasonable cost. Anyone traveling on County business is expected to exercise the same economy that a practical person would exercise when traveling on personal business.

Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed. The individual requesting reimbursement is responsible for insuring that his/her expense and related reimbursement request complies with all applicable policies, is properly authorized, and is supported with necessary receipts and documentation.

Supervisors and department heads are accountable for use of County funds and must verify that all travel is budgeted and expenditures are charged to the proper account(s).

These guidelines and procedures described in this policy may not cover every possible situation. Travelers should contact supervisors and/or department heads for clarification as needed.

## **APPLICABILITY**

The Cook County Travel and Business Expense Policy and Procedures, and all associated requirements, applies to all County employees and all County officials, whether elected or appointed, who incur travel or business expenses while conducting official business on behalf of the County.

## **GENERAL PRINCIPLES AND REQUIREMENTS**

The County reimburses authorized travelers for reasonable and necessary expenses incurred in connection with approved travel on its behalf.

A necessary expense is one for which there exists a clear business purpose and is within the County’s expense policy limitations. A clear business purpose contains all information necessary to substantiate the expenditure including a list of attendees, if appropriate, and their

# Cook County Travel and Business Expenses Policy and Procedures

---

purpose for attending, business topics discussed, or how the expenditure benefited the County.

Each county bureau and department is charged with the responsibility for determining the necessity, available resources and justification for the need and the method of travel.

All employees and supervisory staff should keep the following key points in mind when planning and/or approving travel on behalf of the County:

- i. All official travel should be planned so that the best interests of the County are served at the most reasonable cost;
- ii. All official travel shall be by the most economical mode of transportation available considering travel time, cost and work requirements;
- iii. Most travel must be authorized in advance by the traveler's department head;
- iv. Each department head is responsible for ensuring that all travel on behalf of the County complies with all applicable travel regulations;
- v. Employees must be authorized to commit the County's resources, and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained;
- vi. All travel authorizations must be documented by the process established within each bureau or department as to how prior authorization for travel will be documented, e.g., travel request form, email;
- vii. Under no circumstances should an individual approve his/her own expense report.
- viii. Travel related costs shall not be reimbursed from petty cash funds; and
- ix. The County will not reimburse personal expenses.

## LOCAL TRAVEL

### Definitions

"Local travel" means travel that is performed for official purposes in and around the employee's primary work location and does not entitle the traveler to lodging, meals or other travel related allowances.

"Primary work location" means the worksite to which the employee is assigned and reports to when not performing local travel.

### Authorized Modes of Transportation for Local Travel

Authorized modes of local transportation for conducting local official County business in preferred order are:

- i. Public transportation, i.e., CTA, Pace, Metra
- ii. County-owned vehicles, i.e., Shared Fleet or ZipCar;
- iii. Taxicabs and ride sharing services; and
- iv. Personally owned vehicle.

# Cook County Travel and Business Expenses Policy and Procedures

---

## **Local Travel Requirements**

### Preferred Method of Travel

Public transportation is the preferred method of local travel. However, it is recognized that there are times when this mode of transportation may not be feasible due to location, timing, equipment/materials, and/or security reasons. In such cases, the use of a County-owned or personally owned vehicle (“POV”) for local travel may be approved by a department head. Use of a POV for local travel may not be approved solely to accommodate the traveler’s personal comfort or convenience.

### County-owned vehicles

The following requirements apply to local travel by means of a County-owned vehicle:

- i. The department head has determined public transportation is not feasible or practical.
- ii. County owned vehicles are to be used only for County business. The use of County-owned vehicles for personal use is prohibited.
- iii. Employees must follow the Vehicle Policy Ordinance, and any other rules, regulations or other applicable requirements adopted by the Cook County Board of Commissioners or the Vehicle Steering Committee.

### Personally Owned Vehicles

The following requirements apply to the use of a POV for local travel:

- i. County employees, with the prior written permission of their department head, may use their POV to conduct official County business. Department heads shall only approve the use of POV for County business when it is in the best interest of the County to do so.
- ii. POV use is in the County’s best interest when it is the least expensive option or the employee’s department head determines in writing that a less expensive mode of transportation is clearly not feasible or practical.
- iii. Each bureau (or equivalent operating unit) is responsible for developing a process for approving and documenting the use of a POV for official travel.

A copy of the department head’s written approval for each instance of POV use must accompany each request for POV mileage reimbursement and related expenses.

## **Reimbursement for Local Travel by Public Transportation**

### Mass Transit and Metra

Local official travel via mass transit, e.g., CTA, PACE, Metra, may be reimbursed as a transportation expense. A receipt is required for reimbursement.



# Cook County Travel and Business Expenses Policy and Procedures

---

## Taxicabs

Employees may utilize a taxicab if advantageous to the County and necessary for urgent business. Reimbursement is limited to the metered fare. Tipping is at the traveler's expense and not reimbursable. A receipt is required for reimbursement.

## Uber/Lyft, etc.

Employees may utilize Uber or a similar service if advantageous to the County and necessary for urgent business. In such cases, an employee may only use the service's lowest-cost option, e.g., Uber X. Reimbursement for Uber and similar ride services is limited to the actual cost of the trip. A receipt is required for reimbursement.

## **Reimbursement for Local Travel by POV**

Reimbursement for POV mileage shall be subject to the following terms and conditions:

- i. An employee shall not be reimbursed for commuting mileage, i.e., the distance between the employee's residence and the employee's primary work location.
- ii. When approved local travel starts and terminates at the employee's primary work location, only the most direct route mileage (using the TEVS mileage calculator) from the primary work location to the site(s) visited and back to the primary work location will be reimbursed. In the event the employee's work day ends at a site, the mileage from the last site to residence shall not be reimbursed.
- iii. An employee driving a POV may start and terminate the field assignment at her/his home or official workstation, at the discretion of the department head, provided that where the assignment starts and/or terminates at the employee's home, mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed.
- iv. The number of County business miles driven per month will be compensated at the standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive. The IRS per-mile rate covers the total cost of operating a POV for local travel or transportation away from home, including such items as gasoline, oil, maintenance, repairs, etc.
- v. Any travel voucher for POV reimbursement that does not include a copy of the prior authorization for POV travel shall not be processed for payment.

## **Parking and Tolls**

Employees can be reimbursed for parking and toll expenses when using a County owned vehicle or POV for County business. Parking and tolls shall be allowed for reimbursement if items are

# Cook County Travel and Business Expenses Policy and Procedures

---

supported by receipts.

## **Local Travel Reimbursement**

Local travel expenses are reimbursed by means of a Travel Expense Voucher (TEV) on the Transportation Expense Voucher System (TEVS). A sample TEV is attached at Appendix 1.

All requests for local travel reimbursement must be generated from the TEVS. The Comptroller's Office will not accept handwritten vouchers.

Employees are required to utilize the TEVS for all mileage reimbursement and other transportation expenses associated with local travel including tolls and parking. TEVS automatically calculates the distance for the most direct route between the two points of travel.

All TEV expenses for parking, tolls, taxi, and public transportation costs shall be supported by receipts for all items, individually.

TEVs prepared through the TEVS must be prepared and signed by the employee who has incurred the expense and signed by his/her department head (or a designated representative). The original local travel voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a TEV is considered a major cause infraction subject to disciplinary action up to and including discharge.

The traveler submitting the TEV is personally responsible for its accuracy and propriety. Local travel trip details are to be entered immediately following travel to eliminate possibility of errors. The TEV must be completed in its entirety.

## **Approval and Submission of Local Transportation Expense Voucher**

In order to be eligible for local travel reimbursement, the employee must submit the TEV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The local transportation expense voucher shall then be reviewed and approved by the traveler's department head (or a designated representative), or bureau chief (or equivalent) in the case of a department head, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TEV, a supervisor and department head (or a designated representative) are certifying:

- i. Appropriateness of the expenditure and reasonableness of the amount;
- ii. Availability of funds;
- iii. Compliance with applicable reimbursement policies; and

# Cook County Travel and Business Expenses Policy and Procedures

---

## iv. Completeness and accuracy of documentation.

A department must submit the TEV to the Comptroller's Office via TEVS by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the TEV shall be retained by the department.

Any TEV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

## **NON-LOCAL TRAVEL**

The following is not intended to cover routine local travel related to the performance of regular job duties and applies only to official travel that requires an overnight stay.

Before planning non-local travel to attend conferences, meetings, seminars or training sessions, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

Travelers must verify that planned travel is eligible for reimbursement before making travel arrangements.

Non-local travel connected to and/or funded by a grant (or contract) must be made in accordance with the funding agency's travel requirements. Reimbursement is made at whichever rate is lower, the County's rate or the rate set out in the grant (or contract).

## **Reasons for Non-Local Travel**

The County recognizes the following activities as appropriate for non-local travel purposes:

- i. Delivery of legislative testimony;
- ii. As a stipulation or condition of grant funding or otherwise required for County or federal certification.
- iii. Presentation on behalf of the County at a conference or seminar.
- iv. Financial or tax audit.
- v. Site visits or operational evaluations related to departmental improvement efforts.
- vi. Court proceedings or case preparation.
- vii. Law enforcement related investigations.
- viii. Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the County; representation at the event is in the best interest of the County, and the topic is related to an employee's

# Cook County Travel and Business Expenses Policy and Procedures

---

professional development.

Non-local travel for any other purpose(s) requires the prior written approval of the traveler's bureau chief (or equivalent).

## **Limits on Participants**

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago Metropolitan Area is limited to two employees unless otherwise approved by the travelers' bureau chief (or equivalent). (The Chicago Metropolitan Area is comprised of Cook County, DuPage County, Kane County, Kendall County, Lake County, McHenry County and Will County.)

## **Non-Local Travel Approval Procedure**

If the County has contracted with a travel management company, all travel arrangements are required to be secured through the County's designated travel management company.

If the County has not contracted with a travel management company, travel arrangements are the responsibility of the traveler(s). In such cases, all travel should be by means of the most direct route and the least costly alternative consistent with the itinerary.

All travel outside the Chicago Metropolitan Area requires bureau chief (or equivalent) approval. A completed Travel Request Form ("TRF") must be approved by the traveler's department head and submitted to the bureau chief (or equivalent) as far in advance as possible, but no later than ten (10) business days prior to the date of non-local travel. A sample TRF is attached at Appendix 2.

Supporting documentation should be attached to the TRF. Supporting documentation includes, but is not limited to:

- a. A cover memo from the department head justifying the benefit to the County that will result in the employee attending the conference, meeting, or training, etc.;
- b. An agenda; and
- c. The estimated travel cost (obtained either from the travel management company or prepared by the traveler, as the case may be).

The County is not obligated to reimburse employees for non-local travel expenses that do not comply with the applicable travel requirements or those not previously approved by the traveler's bureau chief (or equivalent).

All expenses incurred during non-local travel are to be charged to the 190 account.

Non-local travel paid by a third party must adhere to these travel guidelines and the County's Ethic's rules.

Non-local travel shall not be reimbursed from petty cash funds.

# Cook County Travel and Business Expenses Policy and Procedures

---

## **Travel Outside the Continental United States (U.S.)**

All requests for travel outside the continental U.S. must be submitted to the traveler's executive department head, i.e., the chief administrative officer responsible for the policy and administration of the traveler's department, as far in advance as possible, but not later than fifteen (15) business days prior to travel. The executive department head will seek approval from the President's chief of staff or the chief of staff of the elected official for whom the employee works, as the case may be, and will notify the department of approval or denial.

Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Reimbursement Voucher. Official documentation of the exchange rate at the time of travel (i.e., bank receipt) must accompany all original receipts.

## **Reimbursable Non-Local Travel Expenses**

### County-owned vehicles.

Employees traveling on County business in a County-owned vehicle are entitled to reimbursement for any out of pocket gas expenditures, parking and toll expenses but not mileage reimbursement. Original receipts must be provided for all expenses.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business.

### Personal Vehicles

Employees may use personal automobiles for non-local business travel within a 300-mile radius of Chicago.

Employees will be reimbursed at the IRS mileage rate, but in no event will the reimbursement exceed the cost of lowest available round trip coach airfare.

Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.

Parking and toll expenses will be reimbursed separately with original receipts.

Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department. The employee's personal insurance is primary in the event of an accident.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

**Note: Travelers are advised to refer to the County Vehicle Policy Ordinance for other rules and regulations regarding the use of county-owned and personal vehicles.**

### Car Rental

Car rental will not be approved for travel within the Chicago Metropolitan Area. County Shared Fleet or ZipCar programs should be reserved for such travel.

# Cook County Travel and Business Expenses Policy and Procedures

Car rental is a reimbursable expense only when transportation by common carrier cannot be utilized or is impractical.

Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.

Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.

Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by the traveler's bureau chief (or equivalent).

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Original receipts are required for reimbursement.

## Common Carrier (Air, Train, Bus)

Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares and/or government rates.

Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.

No traveler may select tickets on a specific carrier or airport for any reason while on County business, unless it is the most economical fare.

First-class and business upgrades are prohibited.

Electronic tickets are the only acceptable delivery method of tickets unless this option is not available.

Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to the prior written approval of the traveler's bureau chief (or equivalent).

Original receipts are required for reimbursement.

## Ground Transportation (Taxis, Public Transportation, Livery Service)

Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.

Shuttle service or public transportation is encouraged.

Limousine or livery service charges to and from airports and railroad stations are reimbursable, where such costs do not exceed the comparable taxi fare.

Uber, Lyft and other similar transportation services are permitted options, and may include

# Cook County Travel and Business Expenses Policy and Procedures

surcharges and fees. Surcharges and fees may be reimbursable if the total cost is comparable to other ground transportation options, and must be clearly documented to substantiate reimbursement.

Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.

Gratuity for ground transportation is the sole responsibility of the traveler.

Original receipts are required for reimbursement.

## Lodging

Government rates should be requested.

Lodging costs will be reimbursed at the lesser of actual costs or the current federal travel allowance published by the General Services Administration Lodging Rates at: <http://www.gsa.gov/portal/category/104711>.

Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.

Lodging costs greater than the published GSA rate require the prior written approval of the bureau chief (or equivalent).

All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.

Original receipts are required for reimbursement.

## Meals and Incidental Expenses

Employees shall receive the lesser of actual costs or the allowance for meals and incidental expenses allowance published by the General Services Administration at <http://www.gsa.gov/portal/content/101518>.

Employees will only receive 75% of the lesser of actual costs or applicable meals and incidentals expenses rate for the first and last day of the trip and 100% for the other days.

There will be no reimbursement for meals and incidental expenses beyond the above rates.

The value of any meal(s) included in registration fees shall, be deducted from the employee's reimbursement.

Original receipts are required for reimbursement.

## Conference Registration Fees

Every effort should be made to take advantage of early registration or group rate discounts.

# Cook County Travel and Business Expenses Policy and Procedures

---

## Additional Reimbursable Expenses

Business-Related Expenses. Business-related expenses incurred while on County travel may be reimbursed at the discretion of the department head. Original receipts must be provided for reimbursement. Examples of acceptable reimbursable business expenses are:

- i. Internet connections
- ii. Sending or receiving faxes
- iii. Photocopying
- iv. Express mail services

Laundry. Employees traveling on County business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day. Original receipts are required for reimbursement.

## Telephone Calls.

- i. If the employee has a County-issued cell phone, that phone should be used for all business calls (unless there is no service).
- ii. When possible, employees should avoid surcharges by using cell.
- iii. For approved international travel, the traveler should contact the Bureau of Technology so that the traveler's calling plan may be temporarily changed to the appropriate calling plan. Business calls may be reimbursed at the discretion of the department head.
- iv. Original receipts are required for reimbursement for business calls made on a personal cell or other phone.

Incidentals. Reimbursement for other incidental expenses will be approved at the discretion of the department head. Original receipts are required to reimbursement traveler for incidentals not listed above.

## **Non-Reimbursable Non-Local Travel Expenses**

Non-reimbursable expenses include, but are not limited to, the following:

- i. Additional hotel charges for upgrades, special "club" floors, late checkout or early check-in;
- ii. Airline convenience fees (e.g., early check-in, seat upgrades, TSA pre-check)
- iii. Alcoholic beverages;
- iv. Amenities such as movies, health clubs, or in-room bars;
- v. Cancellation charges (unless justified);



## Cook County Travel and Business Expenses Policy and Procedures

---

- vi. Child care, baby-sitting, house sitting, or pet sitting costs;
- vii. Cost differential on premium and luxury car rentals or first or business class airline tickets;
- viii. Entertainment, including, but not limited to, exercise facilities, movie rental, videos, games, or other non-business related items;
- ix. Excess baggage fees;
- x. Flight Insurance or other supplemental travel insurance, unless required for international travel and approved by the department head;
- xi. Gasoline costs if mileage reimbursement is used;
- xii. Laundry for trips less than three or more consecutive days;
- xiii. Local transportation charges incurred for personal reasons;
- xiv. Lost or stolen cash or personal property;
- xv. Magazines, books, or other reading materials;
- xvi. Meals included in the cost of registration fees and airfare;
- xvii. Modifications to travel arrangements;
- xviii. Personal items (e.g., toiletries, luggage, clothing, medications, etc.);
- xix. Personal portions of a trip combined with business travel;
- xx. Personal telephone calls;
- xxi. Repairs, towing service, etc. for personal vehicle;
- xxii. Snacks, beverages, etc. outside of a meal;
- xxiii. Spouse, family member(s), and guest travel costs; and
- xxiv. Traffic citations, parking tickets, and other fines.

### **Reimbursement for Non-Local Travel and Business Expenses**

#### **Non-Local Travel Reimbursement Voucher**

All claims for reimbursement of non-local travel expenses shall be submitted on the Travel Reimbursement Voucher (“TRV”) and shall be itemized in accordance with these regulations. A sample TRV is attached at Appendix 3.

The TRV shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.

# Cook County Travel and Business Expenses Policy and Procedures

---

The TRV shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense items, and all other items. With respect to travel to conferences, the conference program must be attached to the voucher.

The TRV shall be prepared and signed by the employee who has incurred the expenses.

The employee submitting the TRV is personally responsible for accuracy and propriety. Falsification of a TRV is considered a major cause infraction subject to disciplinary action up to and including discharge.

Any TRV that does not include a copy of the traveler's approved TRF shall not be processed for payment.

Employees shall be reimbursed for airline, hotel, and conference registrations costs after expense is incurred. Airline and conference costs are reimbursable prior to flying or attending the conference as long as the employee shows those costs were paid. Lodging costs will be reimbursed after payment by the employee is made to the hotel.

Employees shall be reimbursed for approved travel related expenses once the trip is complete and the voucher is submitted.

The County will reimburse employees for travel related costs incurred by the employee on their paycheck following the submittal and approval of the TRV.

## **Approval and Submission of Transportation Expense Vouchers**

In order to be eligible for reimbursement, the employee must submit the TRV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The TRV shall then be reviewed and approved by the traveler's department head (or a designated representative), whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TRV, a department head (or a designated representative) and supervisors are certifying:

- v. Appropriateness of the expenditure and reasonableness of the amount;
- vi. Availability of funds;
- vii. Compliance with applicable reimbursement policies; and
- viii. Completeness and accuracy of documentation.

A department must submit the TRV to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the

## Cook County Travel and Business Expenses Policy and Procedures

---

TRV shall be retained by the department.

Any TRV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

# Cook County Travel and Business Expenses Policy and Procedures

---

## APPENDIX 1

### Travel Expense Voucher

# Cook County Travel and Business Expenses Policy and Procedures

---

## APPENDIX 2

### Travel Request Form

# Cook County Travel and Business Expenses Policy and Procedures

---

## APPENDIX 3

### Travel Reimbursement Voucher

Contract No. 2003-18547  
Citation Management and Adjudication System

**EXHIBIT 7**  
**IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM**

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2003-18547	Date: Jan 6 2021
Total Bid or Proposal Amount: \$1,937,563.00	Contract Title: Citation Management & Adjudication System
Contractor: DACRA Adjudication Systems LLC D/B/A DA	Subcontractor/Supplier/ Subconsultant to be Krasan Consulting Services Inc. added or substitute:
Authorized Contact for Contractor: Robert Schur	Authorized Contact for Subcontractor/Supplier/ Siva Moopanar Subconsultant:
Email Address (Contractor): Bobby.Schur@DACRAtech.com	Email Address (Subcontractor): siva.moopanar@KrasanConsulting.com
Company Address (Contractor): 10275 W. Higgins Rd. Suite 490	Company Address (Subcontractor): 3049 Burlington Ave.
City, State and Zip (Contractor): Rosemont, IL 60018	City, State and Zip (Subcontractor): Lisle, IL 60532
Telephone and Fax (Contractor): 847-490-8440 / 847-396-9550	Telephone and Fax (Subcontractor): 847 323 3015
Estimated Start and Completion Dates (Contractor): June 1, 2021 - June 11, 2023	Estimated Start and Completion Dates (Subcontractor): June 1, 2021 - June 11, 2023

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Software Service for e-citation and administrative adjudication management system.	up to \$291,725

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

DACRA Adjudication Systems LLC D/B/A DACRA Tech LLC

Contractor

DACRA Adjudication Systems LLC

Name

Chief Executive Officer

Title



August 7, 2020

Prime Contractor Signature

Date



Contract No. 2003-18547  
Citation Management and Adjudication System

**EXHIBIT 8**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT INDEX**

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2****CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
NOT APPLICABLE	
No lobbyist activity.	

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes:  \_\_\_\_\_ No:  \_\_\_\_\_

b) If yes, list business addresses within Cook County:

10275 W. Higgins Rd.

---

Suite 490

---

Rosemont, IL 60018

---

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:  \_\_\_\_\_ No:  \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name DACRA Adjudication Systems LLC

D/B/A: DACRA Tech LLC FEIN # Only: 83-4576455

Street Address: 10275 W. Higgins Rd., Suite 490

City: Rosemont State: IL Zip Code: 60015

Phone No.: 847 490 8440 Fax Number: 847 396 9550 Email: siva.moopnar@KrasanConsulting.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) Limited Liability Company

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Zlatko Koprivec,	1475 Port Arthur Ct., Hoffman Estates, IL 60192	18.31%
Ted Meyers,	3 N Second St, Suite 300, St Charles, IL 60174	56.90%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Robert L. Schur,	1445 Laurel Ave, Deerfield, IL 60015	CEO	Ongoing
Glenn Theriault,	630 W. State St., Sycamore, IL 60178	VP Sales	Ongoing
See Attached			

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Robert L. Schur

CEO

Name of Authorized Applicant/Holder Representative (please print or type)

Title

*Robert L. Schur*

January 10, 2021

Signature

Date

Bobby.Schur@DACRATech.com

847-780-9183

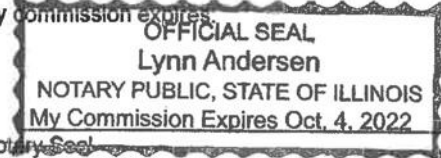
E-mail address

Phone Number

Subscribed to and sworn before me  
this 10th day of Jan, 2021

My commission expires

X *Lynn Andersen*  
Notary Public Signature



Notary Seal



COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
its officers,
its employees or independent contractors responsible for the general administration of the entity,
its agents authorized to execute documents on behalf of the entity, and
its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

'Familial relationship' means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- Parent, Child, Brother, Sister, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Halfbrother, Halfsister

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

---

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: DACRA Adjudication Systems LLC D/B/A DACRA Tech LLC

Address of Person Doing Business with the County: 10275 W. Higgins Rd, Ste 490, Rosemont, IL 60018

Phone number of Person Doing Business with the County: 847-490-8440

Email address of Person Doing Business with the County: Bobby.Schur@DACRAtech.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
Robert L. Schur, CEO, 847-780-9183, bobby.schur@DACRAtech.com

---

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2003-18547

---

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$1,937,563

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Yaneth Lopez, Procurement, yaneth.lopez@cookcountyil.gov

---

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Carlyn Augustave (Bureau of Technology), carlyn.augustave@cookcountyil.gov

---

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

*If more space is needed, attach an additional sheet following the above format.*

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

NA

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

NA

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

NA

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



**August 7 2020**

Signature of Recipient

Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: 2003-18547
County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): DACRA Adjudication Systems LLC D/B/A DACRA Tech LLC
Substantial Owner Complete Name:
FEIN# 83-4576455
Date of Birth: E-mail address: Bobby.Schur@DACRATech.com
Street Address: 10275 W Higgins Rd., Ste 490
City: Rosemont State: IL Zip: 60018

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO
Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO
Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO
Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO
Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO
Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.



**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

*There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*  
**YES or NO**

*Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*  
**YES or NO**

*Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*  
**YES or NO**

*Other factors that the Person or Substantial Owner believe are relevant.*  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

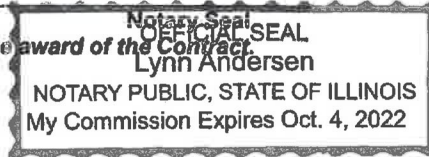
Signature: *Robert L. Schur* Date: January 10, 2021

Name of Person signing (Print): Robert L. Schur Title: CEO

Subscribed and sworn to before me this 10<sup>th</sup> day of January, 2021

X. *Lynn Andersen*  
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 2003-18547

County Using Agency (requesting Procurement): Bureau of Technology

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Ted Meyers

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 345-40-3172

\_\_\_\_\_  
\_\_\_\_\_

E-mail address: tam@meyers-flowers.com

Street Address: 4N262 Route 21

City: St Charles

State: IL

Zip: 60174

\_\_\_\_\_  
\_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

*There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*  
**YES or NO**

*Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*  
**YES or NO**

*Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*  
**YES or NO**

*Other factors that the Person or Substantial Owner believe are relevant.*  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_

*Robert L. Schur*

Date: Jan 10 2021

Name of Person signing (Print): Robert L. Schur

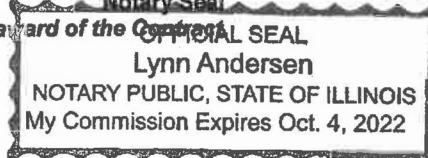
Title: CEO

Subscribed and sworn to before me this 10<sup>th</sup> day of January, 2021

X \_\_\_\_\_  
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract



List of Members of DACRA Adjudication Systems LLC D/B/A DACRA Tech LLC Members  
DACRA-MSI LLC – 10275 W Higgins Rd., Suite 490, Rosemont, IL 60018

List of Members of DACRA-MSI LLC Members

DACRA-MSI Holdings LLC – 10275 W Higgins Rd., Suite 490, Rosemont, IL 60018

List of Members of DACRA-MSI Holdings LLC Members

Bespoke Limited Ventures, LLC 444 N Michigan Av, Ste 3450, Chicago, IL 60611  
Robert Schur 1445 Laurel Ave, Deerfield, IL 60015  
Brandon Cady 817 N Washington St., Hinsdale, IL 60521  
Brian Acciavatti Trust 1012 W Lake St, Unit 2, Chicago, IL 60607  
Carrie L Drez 1028 Hilltop Drive, Lemont, IL 60439  
David Harrington 1210 W Garmon Rd, Atlanta, GA 30327-4402  
Diane Regan c/o Ryan McDonald, 6326 98th St E, Bradenton, FL 34202  
Flowers Holdings, LLC 3 N Second St, Suite 300, St Charles, IL 60174  
Floyd Keith Brown 10N890 Weld Wood Dr., Elgin, IL 60124  
Francis J. Regan 13160 W. Creekside Drive, Homer, IL 60491  
Frank Naeymi-Rad 1310 St William Drive, Libertyville, IL 60048  
Gene P. Otto IV 849 Aylesbury Dr., Lancaster, PA 17601  
Glenn Shimkus, 61 Stirrup Cup Court, St Charles, IL 60174  
Glenn L. Shimkus Dec of Trust dtd 3/14/2014 61 Stirrup Cup Court, St Charles, IL 60174  
Glenn Theriault, 630 W. State St., Sycamore, IL 60178  
Jasper B. Sanfilippo 777 Plum Tree Rd., Barrington Hills, IL 60011  
John Sasman, 4420 Eastwood Ave, Gurnee, IL 60031  
Joseph Salamone 4N922 Dover Hill Rd., St Charles, IL 60175  
Lisa C Matlock 1610 Red Maple Drive, Plainfield, IL 60586  
Mathew C Regan 1530 S. State Street, Unit 1004, Chicago, IL 60605  
Meyers Family SD Trust 300 S. Phillips Av, Ste 204, Sioux Falls, SD 57104  
Meyers Holdings, LLC 3 N Second St, Suite 300, St Charles, IL 60174  
Robert L. Schur Living Trust 1445 Laurel Ave, Deerfield, IL 60015  
Ryan and Sara Theriault, JTWROS39W454 Longmeadow Ln., St Charles, IL 60175  
Tami Wanless, 754 Lenox Rd., Glen Ellyn, IL 60137  
Ted A. Meyers 3 N Second St, Suite 300, St Charles, IL 60174  
Theodore Christou 242 S. Elmwood Avenue, Oak Park, IL 60302  
Thomas A Drez 1028 Hilltop Drive, Lemont, IL 60439  
Traci Gerth, 4252 Fair Ave Unit 20, North Hollywood, CA 91602

SECTION 5


CONTRACT AND EDS EXECUTION PAGE  
**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation**

_____	_____
Corporation's Name	President's Printed Name and Signature
_____	_____
Telephone	Email
_____	_____
Secretary Signature	Date

**Execution by LLC**

_____	
DACRA Adjudication Systems LLC D/B/A DACRA Tech LLC	_____
LLC Name	*Member/Manager Printed Name and Signature
_____	Bobby.Schur@DACRAtech.com / 847-490-8440
January 10, 2021	_____
Date	Telephone and Email

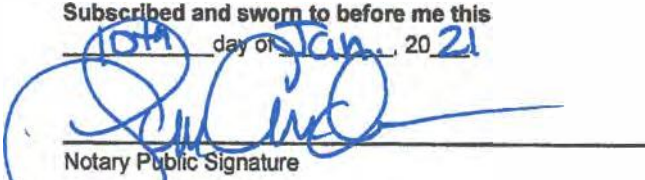
**Execution by Partnership/Joint Venture**

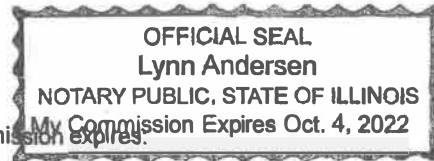
_____	_____
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
_____	_____
Date	Telephone and Email

**Execution by Sole Proprietorship**

_____	_____
Printed Name Signature	Assumed Name (if applicable)
_____	_____
Date	Telephone and Email

Subscribed and sworn to before me this  
10th day of Jan., 2021

  
\_\_\_\_\_  
Notary Public Signature



My commission expires.

\_\_\_\_\_  
Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**COOK COUNTY SIGNATURE PAGE**


ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

**Raffi Sarrafian** Digitally signed by Raffi Sarrafian  
Date: 2021.06.09 12:52:07 -05'00'

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

APPROVED AS TO FORM:



\_\_\_\_\_  
ASSISTANT STATES ATTORNEY  
(Required on contracts over \$1,000,000)

**CONTRACT TERM & AMOUNT**

**2003-18547**

\_\_\_\_\_  
CONTRACT #

**June 01, 2021 through June 11, 2023, with no renewal options.**

\_\_\_\_\_  
ORIGINAL CONTRACT TERM

\_\_\_\_\_  
RENEWAL OPTIONS (If Applicable)

**\$1,937,563.00**

\_\_\_\_\_  
CONTRACT AMOUNT

**May 13, 2021**

\_\_\_\_\_  
COOK COUNTY BOARD APPROVAL DATE (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**MAY 13 2021**

**COM \_\_\_\_\_**

**EXHIBIT 9**  
**BOARD AUTHORIZATION**  
**LETTER**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

Contract# 2003-18547

## Legislation Details (With Text)

---

**File #:** 21-0269      **Version:** 1      **Name:** DACRA Tech, LLC, Rosemont, Illinois  
**Type:** Contract (Technology)      **Status:** Approved  
**File created:** 11/30/2020      **In control:** Technology and Innovation Committee  
**On agenda:** 4/15/2021      **Final action:** 5/13/2021  
**Title:** PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Department of Administrative Hearings

Vendor: DACRA Tech, LLC, Rosemont, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Citation Management and Adjudication System

Contract Value: \$1,937,563.00

Contract period: 6/1/2021 - 6/11/2023

Potential Fiscal Year Budget Impact: FY 2021 \$721,563.00, FY 2022 \$291,250.00, FY 2023 \$291,250.00

Accounts: 11569.1009.21120.560227.00000.00000

Contract Number(s): 2003-18547

Concurrence(s):

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Summary: The Department of Administrative Hearings currently utilizes a system that is end-of-life. DACRA's Administrative Hearing System is a Commercial off-the-shelf solution that will provide a robust, secure, and modern tool to manage their workload. The DACRA solution is cloud-hosted and meets the application availability requirements of the Sheriff and Forest Preserve Police. Another key benefit is that multiple offices would be able to use a single solution to increase efficiency and communication between these agencies.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. DACRA Tech, LLC was previously awarded a contract by the City of Joliet through a Request for Proposal (RFP) process. Cook County wishes to leverage this procurement effort.

**Sponsors:**

**Indexes:** F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

**Code sections:**

**Attachments:**



Date	Ver.	Action By	Action	Result
5/13/2021	1	Board of Commissioners	approve	Pass
5/12/2021	1	Technology and Innovation Committee	recommend for approval	Pass
4/15/2021	1	Board of Commissioners	refer	Pass

**PROPOSED CONTRACT (TECHNOLOGY)**

**Department(s):** Department of Administrative Hearings

**Vendor:** DACRA Tech, LLC, Rosemont, Illinois

**Request:** Authorization for the Chief Procurement Officer to enter into and execute contract

**Good(s) or Service(s):** Citation Management and Adjudication System

**Contract Value:** \$1,937,563.00

**Contract period:** 6/1/2021 - 6/11/2023

**Potential Fiscal Year Budget Impact:** FY 2021 \$721,563.00, FY 2022 \$291,250.00, FY 2023 \$291,250.00

**Accounts:** 11569.1009.21120.560227.00000.00000

**Contract Number(s):** 2003-18547

**Concurrence(s):**

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

**Summary:** The Department of Administrative Hearings currently utilizes a system that is end-of-life. DACRA's Administrative Hearing System is a Commercial off-the-shelf solution that will provide a robust, secure, and modern tool to manage their workload. The DACRA solution is cloud-hosted and meets the application availability requirements of the Sheriff and Forest Preserve Police. Another key benefit is that multiple offices would be able to use a single solution to increase efficiency and communication between these agencies.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. DACRA Tech, LLC was previously awarded a contract by the City of Joliet through a Request for Proposal (RFP) process. Cook County wishes to leverage this procurement effort.

Contract No. 2003-18547  
Citation Management and Adjudication System

**EXHIBIT 10**  
**STATEMENT OF WORK**



DACRA Administrative Hearing System  
Cook County Statement of Work



October 15, 2020

DACRA Tech, LLC  
10275 W. Higgins Rd., Suite 490, Rosemont, IL 60018



**Cook County - DACRA Tech  
Proposal & Statement of Work**  
**TABLE OF CONTENTS**

**SECTION A – DACRA Tech Features Executive Summary**  
 DACRA Administrative Hearing Enforcement System Feature Overview ..... 3  
 DACRA Police Enforcement System Feature Overview ..... 4

**SECTION B –DACRA Tech - Cook County Statement of Work**  
 Administrative Hearing System Functionality ..... 6  
 Third Party Integrations ..... 12  
 Technical Requirements ..... 13  
 Security and Data Protection ..... 15  
 Compliance and Audit Standards..... 16  
 Warranty and Service Support..... 18  
 Exit Assistance ..... 19

**SECTION C – DACRA Tech Project Timeline**  
 Project Timetable ..... 20  
 Training ..... 21

**SECTION D – DACRA Tech Vendor Information**  
 Key Personnel and Subcontractors ..... 23

**SECTION E – DACRA Tech Licensing Costs and Personnel Fees**  
 SaaS License Model Fees ..... 25  
 Perpetual License Model ..... 25  
 Personnel Rates ..... 25  
 Deliverables and Payment Schedule..... 25

**APPENDIX A – Functional Requirements Documentation**  
 Functional Requirements Exception Summary..... 27  
 Complete Functional Requirements Spreadsheet ..... 31  
 Cook County TISS System Requirements ..... 32



## Section A - DACRA Tech Features Executive Summary

It is the intention of the parties to provide a perpetual, conditional, non-transferable and non-exclusive license to implement and fully utilize the DACRA Municipal Enforcement and Administrative Hearing System Software, the DACRA Municipal Enforcement Process and the Program Documentation to the following agencies and districts under the direction and control of Cook County: (a) the Sheriff of Cook County; (b) the Forest Preserve Police of Cook County; (c) the Cook County Department of Revenue / Home Rule Tax Enforcement, and (d) the Cook County Department of Administrative Hearing Officers and Staff.

### DACRA Administrative Hearing System Feature Overview

DACRA streamlines the complicated local violation enforcement processes for counties and municipalities, from police, fire, health, and code enforcement, to building and zoning, and more. The software is an e-citation and administrative adjudication management system central to thriving communities. This document outlines the system requirements, features, functionality and training provided with the DACRA Administrative Hearing System for Cook County.

#### Administrative Adjudication Hearing Management

- **Compliant with State Adjudication Laws:** Hard coded business logic is compliant with statutes regulating citation issuance, notices, and hearing processes with “proof of compliance” for appeals.
- **Multiple Hearing Locations and Times:** Citations can be automatically assigned to a particular local hearing date, time, and location based on a predetermined algorithm.
- **Must Appear Violations:** Must appear citations are specifically highlighted to the hearing officer to simplify the hearing process.
- **Individual Dispositions:** The software allows the hearing officer to enter detailed case history notes and reasoning for dispositions, and issues on-the-spot Findings, Decisions, and Orders.
- **Batch Processing:** Default liable dispositions and findings are efficiently issued via batch processing for all no-shows.

#### Record Keeping and Compliance Features

- **CJIS Compliance:** DACRA is a fully CJIS compliant system presuming a client elects to use all CJIS recommended security features.
- **Data Security is Critical:** Through sound architecture, agency data is secure and kept shielded from hackers by isolating the SQL back end from the Web front end via entity framework structures.
- **Juvenile and Cannabis Redaction Management:** Compliance with Illinois redaction laws can all be managed from within the system, redacting applicable data.
- **Enhanced Search Capability:** Extensive search capabilities allow for complex, multi-rule data searches for comprehensive analysis.



- **Citation Change Auditing:** Extensive citation auditing features are included, auditing changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of the change.

### Full E-Citation Capabilities

- **Cook County Violations:** Cook County AH cases, such as tax and license violations, can be created via batch input from other existing county systems.
- **Local Ordinance Tickets:** Local ordinance citations including animal, parking, and administrative tow violations are printed with customized “back page” text for each citation type.
- **Warning Tickets:** Warning tickets can be created for any violation, producing a record of prior offenses which gives officers helpful information when dealing with violators.
- **Must Appear Violations:** Citations can be set automatically by violation or via officer discretion as “must-appear,” requiring the violator to be present for the administrative hearing.
- **Juvenile Violations:** If the violator is underage at the time of the citation, the system will automatically identify the infraction as a “juvenile violation,” thus ensuring exclusion from public reports or FOIA requests.
- **Violator Data Expungement:** Effectively manages Illinois state expungement rules for certain juvenile and cannabis violations, to ensure compliance.

### Payment and Collections Management

- **Finance ERP Integration:** DACRA will integrate with iNovah to streamline ticket payments.
- **Ticket Payment Entry:** DACRA will integrate with up to two required payment vendors (JP Morgan Chase and Lexis Nexis Vital Check). DACRA will provide a portal where citizens can look up their citations and pay them online.
- **Parking Scofflaw Boot/Impound:** DACRA tracks vehicles with multiple unpaid violations and allows boot or impound notice for all vehicles associated with a violator per local ordinance.
- **Collections Vendor/IDROP Integration:** DACRA interfaces with collections agencies and the State of Illinois IDROP program to streamline data transfer and eliminate manual input.

## DACRA Police Enforcement System Feature Overview

The below functionality identifies the policing solutions provided in the DACRA Enforcement system. For an annual licensing fee, police agencies such as the Cook County Sheriff’s Department and the Cook County Forest Preserve Police may individually license these features, providing Cook County with a fully integrated Administrative Hearing system.

### E-citation capabilities

- **State Tickets:** Cook County compliant Y tickets are printed for the respondent and can then be transferred electronically to your RMS as well as to the Circuit Clerk with requisite transfer sheets.



- **Racial Profile Reporting:** DACRA’s easy traffic stop data collection reduces entry time and generates state racial profiling reports for uploading. Data can be mined for analysis and internal precautionary reports produced.
- **Pedestrian Stop Data Transmission:** Generates a pedestrian stop receipt and enables the automatic transmission of mandated pedestrian stop data to the state.

### Integrated Officer Safety Features

- **LEADS Integration:** Full LEADS integration with many vendors allows officers to auto-populate citation data.
- **Companion Tickets:** Additional “companion” violations for the same violator are easily auto-populated to shorten the time needed to compete a traffic stop.
- **Night Mode:** Night mode reduces overall screen brightness from day mode, protecting officer night vision.

### Tow and Impound Management Tools

- **Abandoned Vehicle Tracking:** Issues and tracks abandoned vehicle notices and follow-up reports, allowing a warning tag to be converted to a ticket and tow if not removed in the appropriate time frame.
- **Police Tow Inventory Management:** Creates and processes tow receipts, vehicle search logs, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase.
- **Administrative Tows:** DACRA manages the transfer of tow data from the issuance of an administrative hold, through payment, and into the hearing, ensuring violator due process.
- **Tow Holds:** Tow “holds” can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.
- **Administrative Hearing Integration:** For communities that have administrative tow ordinances in place, the system provides full management of notices of seizure and any emergency hearings and then integrates with the administrative hearing module for adjudication.

**HANOVER PARK POLICE DEPARTMENT  
TOW RECEIPT**

Officer Name/Badge # User, T #1010  
 Tow Date/Time 10/24/2014 2:43 PM Report #: HP14-012345  
 Location of Tow THISTLE CT & GREEN BRIDGE LN

**VEHICLE DESCRIPTION**  
 Year: 2014 Make: LINCOLN Model: NAVIGATOR Color: WHITE  
 Plate: FAST1 Plate State: IL VIN: 1A2B3C4D5E6F7G8H9

Reason for Tow: Arrest  
 Towed to: Reimov's  
 1275 Spaulding Rd.  
 Elgin, IL 60120  
 847-995-9162

INSURANCE HOLD MUST PROVIDE PROOF OF INSURANCE TO TOW COMPANY PRIOR TO RELEASE

ADMINISTRATIVE TOW HOLD  
 DL Exp Greater than 1 Year  
 MUST POST \$500 CASH BOND AT POLICE STATION PRIOR TO RELEASE - SEE BIRLOW SUPERVISORY HOLDS

Supervisor Authorization \_\_\_\_\_ Badge: \_\_\_\_\_

If your vehicle has been impounded pursuant to Village of Hanover Park Municipal Code Section 62-5-001, your vehicle is eligible for release upon posting a \$500.00 administrative cash bond at the HANOVER PARK POLICE DEPARTMENT, 2011 Lake Street, Hanover Park, IL 60133, 24 hours a day. AFTER paying the applicable charges to the tow company your vehicle can be released to the registered owner.

To request a preliminary hearing, you must file a written appeal with the Chief of Police within twenty-four (24) hours of the time that the vehicle was seized. A hearing on said appeal will be held within forty-eight (48) hours from the time the vehicle was seized excluding Saturdays, Sundays, and holidays. If after a hearing is determined that the driver was not in violation of the above offense, the vehicle will be returned without penalty or fees.

**THIS HEARING IS NOT IN LIEU OF GOING TO COURT.**  
 If the citation issued for this offense is a "MUST APPEAR," it WILL REQUIRE AN APPEARANCE IN COURT for the case to be heard and decided upon by the sitting judge at that time.

**VIOLATION**

**SOUTH ELGIN POLICE DEPARTMENT  
PARKING VIOLATION NOTICE**

TICKET NUMBER	ISSUE DATE / TIME	FINE AMOUNT
P0034-000009	4/23/2016 2:53 PM	\$0.00

**VIOLATION LOCATION**  
1555 SHANAHAN DR

**VIOLATION**  
UNLAWFUL STOP STAY OR PARK ON A ROADWAY OUTSIDE OF A BUSINESS OR RESIDENTIAL DISTRICT

**FURTHER OFFENSE DESCRIPTION**

LICENSE	PLATE TYPE	STATE	EXP DATE
70.91 625 ILCB	11-11201	IL	01 / 17

VEHICLE MAKE	VEHICLE MODEL	VEHICLE COLOR
TOYOTA	RAV4/01A	WHITE

ST0274465249346

James #34

John R. RSK

**THIS IS A WARNING CITATION ONLY**

**VIOLATION**

**HANOVER PARK POLICE DEPARTMENT  
NOTICE OF VEHICLE SEIZURE**

Report # HP14-012345 Citation # T0012-000001  
 Vehicle Info: 2014 / LINCOLN / NAVIGATOR / FAST1  
 Driver Info: DOE, JOHN A -

The aforementioned vehicle has been seized because there is probable cause to believe that the vehicle was used in violation of section 62-5-001 of the Village of Hanover Park Municipal Code as the driver was arrested 62-5-001(a)(4)

**Vehicle Seizure And Impoundment/NO DL or DL Exp Greater than 1 Year/ Emergency/Preliminary Hearing**  
 The owner of record of any vehicle seized pursuant to violation of section 62-5-001 of the Village of Hanover Park Municipal Code has the right to appeal seizure of this vehicle. To request a preliminary hearing, you must file a written appeal with the Chief of Police within twenty-four (24) hours of the time that the vehicle was seized. If after the hearing it is determined that there is probable cause to believe the motor vehicle was used in violation of section 62-5-001 of the Village of Hanover Park Municipal Code, the vehicle will remain impounded unless the necessary bond is posted. If it is found that there is no such probable cause, the vehicle will be returned.

**Final Hearing**  
 If after a hearing it is determined by a preponderance of evidence that the motor vehicle was used in the commission of the aforementioned violations, the vehicle shall continue to be impounded. If the owner is found not liable, the vehicle shall be returned without penalty or other fees. If the owner fails to appear, the case will continue and the owner may be found liable.

**Your final hearing will be at Hanover Park Village Hall on Tuesday, November 18, 2014 at 02:00 PM.**

**IF YOU HAVE ALREADY POSTED YOUR BOND AND DO NOT WISH TO CONTEST THIS VIOLATION YOU DO NOT NEED TO APPEAR AT THIS HEARING.**

For release of the vehicle, you must post a \$500.00 administrative bond with the Village of Hanover Park. The administrative bond must be paid in cash 24 hours per day, seven days per week, at the Hanover Park Police Department, 2011 Lake Street, Hanover Park, IL 60133. All towing and DAILY storage fees must then be paid directly to the towing company.

I certify that I personally handed a copy of the above notice to the driver identified above at the time of the alleged violation.  
 Officer Name/Badge # User, T #1010 Date: 10/24/2014



## Section B. DACRA Tech-Cook County Statement of Work

### Administrative Hearing System Functionality

#### **DACRA Ticket Creation Functionality**

- Electronic issuance and printing of warning, state traffic, local ordinance, abandoned notices and receipts, administrative tow seizure order and receipts.
- Electronic issuance and printing of parking, property code, animal, compliance violations.
- Issuance of consecutive citation numbers with descriptive identifiers.
- Persistent citation data, with only authorized users able to “void” or “non-suit” a citation.
- Ability to add evidence files such as photographs, videos, and documents to the ticket. DACRA can manage all digital evidence. It does not manage physical evidence inventories.
- Issuance of citation numbers based on department.
- Ability to enter in citation numbers on your own.
- Ability to group citations into a single case.
- Citations can be associated and tracked by individual properties and PIN, and multiple inspectors can be associated with a ticket.
- Availability of a RESTful API: to import or export ticket information. The fields and data contained in this API will be mutually agreed upon between DACRA and Cook County.
- Tracking of ticket issuer, supervisor, admin of ticket and multiple inspectors.
- Tracking of customer number, incident number, assessment number, IBT, Account ID Number, Site Number, Line Number, Source Number, Record Type.
- Ability to track Type of Service.

The screenshot displays a web-based form for creating a ticket. At the top, there are several tabs: 'WARNING?', 'EVIDENCE CHECK SHEET COMPLETED?', 'ASSOCIATED PED STOP...', and 'ASSIGNED COURT DATE' (with a sub-value of '03/14/2018 - 15:00 PM'). Below these are various input fields and dropdown menus. Key sections include: 'VIOLATION CODE' (dropdown), 'EASY SEARCH' (dropdown), 'ISSUE DATE FRIDAY' (02/23/2018) and 'ISSUE TIME' (09:28), 'WRITTEN IN BEAT' (C), and 'REPORT # CAD'. There are also 'LOT LOCATION' and 'LOT DESCRIPTION' fields, both containing '250 ANN ST, SOUTH ELGIN, IL 60177'. A 'VEHICLE' section contains fields for 'YEAR', 'MAKE', 'MODEL', 'COLOR', 'PLATE #', 'VIN', and 'PLATE TYPE' (PASSENGER CAR). A 'RESPONDENT' section includes fields for 'LAST NAME', 'FIRST NAME', 'MIDDLE', 'PHONE #', 'DL #', 'DL STATE' (IL), 'ADDRESS', 'UNIT', 'CITY', 'STATE' (IL), 'ZIP', and 'DATE OF BIRTH'. The form is organized into distinct sections with blue headers: 'Location', 'Vehicle', and 'Respondent'.





### DACRA Batch Processing Functionality

- Creation of all state-required notices (Notice of Violation, Administrative Tow Notices of Hearing, Findings Decisions and Orders, Final Determinations) within timeframes required by the state to all respondents. If e-mail addresses are available, the notices can also be delivered via e-mail.
- Creation of Boot and Tow Eligibility Notices and notices.
- Creation of country citation transfer sheets.
- Copy of all notices saved within the citation history.


**Notice of Violation - Adjudicated on 3/14/2018 at 3:00:00 PM**

Citation #	Plate/VIN	Name	Address	Issue Date	Amount Due
C0030-000005				2/24/2018	\$50
				2/23/2018	\$50
				2/22/2018	\$50
				2/25/2018	\$50
				2/21/2018	\$50
				2/24/2018	\$50
				2/24/2018	\$200
				2/25/2018	\$50
				2/25/2018	\$200
				2/23/2018	\$50
				2/23/2018	\$50
<b>Total Due:</b>					<b>\$850</b>

**IN THE VILLAGE OF SOUTH ELGIN  
DIVISION OF ADMINISTRATIVE HEARINGS**

VILLAGE OF SOUTH ELGIN, An Illinois Municipal Corporation )  
 Petitioner, )  
 v. )  
 Respondent )



Citation #: P0064-000127    Plate:   
 Vehicle Make: DO DODGE  
 Violation Date: 11/23/2017 1:27:00 AM  
 Violation Location: 66 S CENTER ST

**FINDINGS, DECISIONS AND ORDER**

This cause coming to be heard for hearing on the defendant's liability for the violation notice, this administrative tribunal having jurisdiction over the parties and subject matter, due notice having been given, and the Hearing Officer having reviewed the evidence presented and otherwise being fully advised in the premises, IT IS ORDERED as follows:

Violation	Finding/Reason	Fines
154.173(C)(1)(A)	Evidence Submitted by Respondent Not Sufficient	\$50.00

PARKING A VEHICLE ON PROPERTY NOT DESIGNATED FOR PARKING

<b>JUDGMENT TOTAL:</b>	<b>\$50.00</b>	<b>PAID:</b>	<b>\$0.00</b>
<b>COURT COST:</b>	<b>\$25.00</b>	<b>BA LANCE DUE:</b>	<b>\$75.00</b>

The fines and penalties contained in this order are a debt due and owing Village of South Elgin and said total of fines and penalties must be paid. Payment of fines and penalties operates as a final disposition of the violation.

- To pay in person, bring the violation notice or this Order to Village of South Elgin Village Hall front counter: 10 N Water St, South Elgin, IL 60177. Village Hall hours are: Monday - Friday 8:30am to 5:00pm. Drop in the Village drop boxes located in the Tum around in Pantan Mill Park or the vestibule of Village Hall.
- To pay by mail, mail the violation with a check or money order payable to the "Village of South Elgin". Please include the ticket number on the check or money order.

Failing to pay the indicated fine within (21) days of the issuance of this determination of liability and the exhaustion of or the failure to exhaust any administrative review procedures as set forth in Section 2-745 of Article XVIII of the Village Code, shall result in the imposition of a late payment penalty fee, in addition to the fine, resulting in the following total due:

The Village of South Elgin may use all lawful means of collecting this judgment, including but not limited to suspension of Respondent's driver's license for failure to pay fines and penalties, impound or boot Respondent's vehicle.

If any person accumulates ten (10) or more final determinations of liability for standing and parking violations, for which the fines and penalties remain unpaid, the Secretary of State may suspend his or her driver's license.

Call SOUTH ELGIN POLICE DEPARTMENT at (847) 741-2151 if you have any questions regarding this notice.

This administrative order is authorized by Village of South Elgin ordinance and State of Illinois statute. You have the right to appeal this decision pursuant to the Illinois Administrative Review Law, 735 ILCS 50-101, et seq., by filing a proper lawsuit against the Village of South Elgin and other necessary parties within 30 days of a final order. If you fail to pay fines, the Village may proceed to collection.

ENTERED: \_\_\_\_\_ February 25, 2018  
 Administrative Hearing Officer

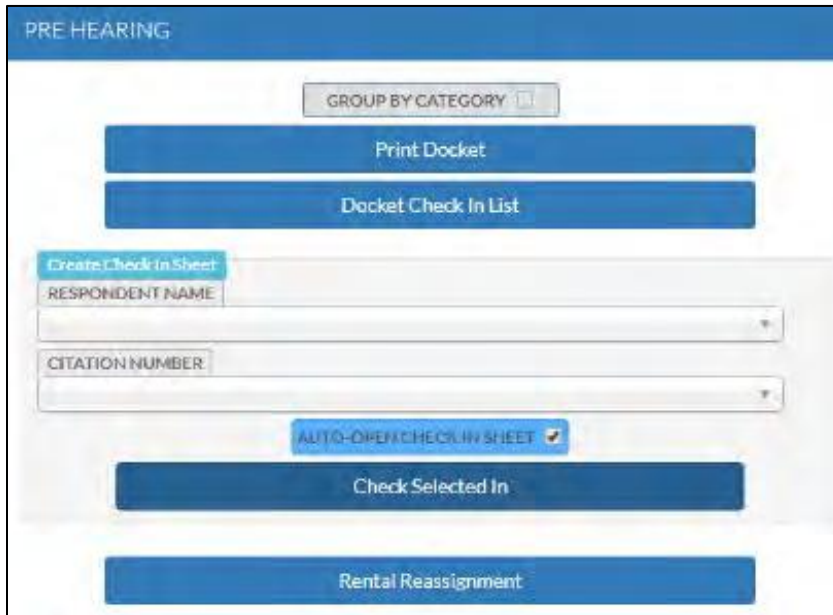
### DACRA Hearing/ Court Management Functionality

- Creation of docket.
- Creation and printing of respondent check-in and check-in sheets.
- Creation of findings, decision and orders.
- Creation of notices for defaulting respondents.
- Addition of all notices to ticket history.



- Post-hearing reports documenting disposition of all cases and financial impact of the hearing.
- View of original citation data, supporting evidence, documentation, previous violator history.
- Delineation of cases by respondents present, checked in, contest-by-mail and must appear. Respondents may also contest on-line.
- Assignment of court costs manually or automatically or waived by discretion of the hearing officer.
- Ability by the administrative law judge to adjudicate the liability and/or continue the case to a future hearing, while entering detailed notes to support his/her decision on the case.
- No-show violators can be automatically adjudicated as default liable in a batch process.
- Customizable FDO and FDL formatting by department.
- Customizable Collections / 35-day letter (FDL) by department.
- Allocation codes by department, allowing break out of fees per violation.
- Support for Townships and an allocation code for each that displays on FDO/FDL/Letters.
- Ability to run hearing during same date/time, to run multi-department hearings at the same time and to have hearings at multiple locations.
- Ability for additional contacts to receive FDO letters.
- Court costs calculated by the fine amount.
- Ability to assign court costs per grouping of citations if desired.
- Ability to track and print ALJ number.
- Ability to repeat a single count on all associated citations/violations.
- Ability to e-mail docket to users.
- Creation of a reason per disposition.
- Ability for the administrative law judge to add a new administrative hearing session.
- Ability for the administrative law judge to add tickets to a chosen session.
- Ability for the administrative judge to choose the default update reason before running defaults.
- Ability to manage online appeals.
- Ability for the violator to look up ticket status.
- Ability to change the administrative law judge within the system.
- Ability to record the hearing and store as evidence (available post-launch).
- AH scheduling management, which allows the County to first enter a master schedule blocking out certain dates, and then allows others to enter in specific hearings/times. This is a "Group D" item, and pertains to requirement 2.004.

*Pre and Post Hearing Management Tools*



The screenshot shows the 'PRE HEARING' interface. At the top, there is a blue header with the text 'PRE HEARING'. Below the header, there is a 'GROUP BY CATEGORY' dropdown menu. Two blue buttons are stacked vertically: 'Print Docket' and 'Docket Check In List'. Below these is a 'Create Check In Sheet' section with two dropdown menus for 'RESPONDENT NAME' and 'CITATION NUMBER'. A blue button labeled 'AUTO-OPEN CHECK IN SHEET' with a checked checkbox is positioned above a 'Check Selected In' button. At the bottom of the interface is a 'Rental Reassignment' button.

*Administrative Hearing Management Tools*



The screenshot shows the 'HEARING' interface. At the top, there is a blue header with the text 'HEARING'. Below the header, there are two filter buttons: 'HAS DISPOSITION ONLY' and 'MUST APPEAR ONLY'. Below these is a 'RESPONDENT NAME ONLY' dropdown menu. Three buttons are stacked vertically: 'Enter Dispositions' (blue), 'No Show Report' (blue), and 'Default Upheld Updates' (red).

*Previous Violations By Respondent*



Violator Name (1 of 2): [REDACTED] Plate: null Report Date: Saturday, February 24, 2018

Copy CSV Excel PDF Print

SHOW 10 ENTRIES

Ticket #	Respondent	Date	Violation Code	Description	Last AH Date	Balance Due	Status
CO202-000642	[REDACTED]	12/21/2017 1:35 PM	51.38	WATER METER REQUIRED	1/10/2018	\$0.00	P
CO202-000643	[REDACTED]	12/21/2017 1:37 PM	51.48	cross connection control	1/10/2018	\$0.00	P
CO202-000049	[REDACTED]	3/29/2016 11:11 AM	150.40	WORKING WITHOUT A PERMIT		\$0.00	P
CO202-000634	[REDACTED]	12/4/2017 4:08 PM	51.48	cross connection control		\$0.00	P
CO202-000635	[REDACTED]	12/4/2017 4:10 PM	51.38	WATER METER REQUIRED		\$0.00	P

Showing 1 to 5 of 5 entries

Previous 1 Next

### Attach Evidence Files

Edit - CO899-000200 Assign Citations to Group \*Fields marked in red are required

Print Violator Print PD Copy 4X11

Submit / Close Save Cancel Changes

Original Citation# CO699-000097

Ticket Info Evidence Links Payment History History Correspondence Dated Notes Compliance

Add New Evidence

FILENAME: [REDACTED].PDF	NOTE: [REDACTED]	INCLUDE ON TICKET: <input type="checkbox"/>
DATE ADDED: 02/22/2018 02:39 PM	View File	Attach File Delete
FILENAME: [REDACTED].PDF	NOTE: [REDACTED]	INCLUDE ON TICKET: <input type="checkbox"/>
DATE ADDED: 02/22/2018 02:44 PM	View File	Attach File Delete

### DACRA Citation Payment Enforcement Functionality

- Unpaid fine amounts are automatically escalated per local ordinance using highly customizable escalation rules.
- Violations are tracked by vehicle and violator, allowing DACRA to identify habitual scofflaws. Each vehicle is then flagged as eligible for boot/impound per ordinance, and the entire impound process is managed by the software.
- For communities that take advantage of the Illinois Office of the Comptroller's (IOC) Illinois Debt Recovery Offset Portal (IDROP), DACRA creates the export files required to automate a normally complex procedure.
- DACRA interfaces with commercial collection companies to easily export and import debt files and payments, automating the process and ensuring accurate citation record keeping.
- Escalations and ability to customize collection and FDL process by department.
- Tracking of original amount due, late penalty, negligence penalty, tax due, failure to file penalty, accrued interest, failure to remit collected taxes penalty.

### DACRA Database Search Functionality

- Ability to search on date range parameters on any combination of citation fields, including ticket status, issuing officer, issuing department, RMS or dispatch report number,



violation code, warning tickets, voided tickets, juvenile tickets, etc. Searches can be exact or partial data searches, and can also further include:

- *Violation Searches:* Any combination of violation, violation type, violation location, report number, lot location, business tickets, and even whether physical evidence was collected
- *Vehicle Searches:* Any combination of vehicle year, make, model, color, plate, vin, state, and plate expiration date
- *Violator Searches:* Any combination of name, address, city, state, zip, date of birth, DL#, and DL State

Sample Search Screen

- Results displayed can be narrowed further with a “contains” sub-search. Should you choose, search results can be shown in a heat-map for visual representation.

Citation #	Citation Date	Violator	Plate	Issuing Officer	Violation
P0049-000056	02/22/2018 13:44	...	...	...	7001-625-RCS/5/11-1304.5
P0066-000131	02/21/2018 02:48	...	...	...	7001-625-RCS/5/11-1304.5
P0071-000021	02/20/2018 03:41	...	...	...	7001-625-RCS/5/11-1304.5
P0064-000370	02/19/2018 22:37	...	...	...	720086
P0072-000119	02/17/2018 22:48	...	...	...	720086
P0049-000053	02/13/2018 13:52	...	...	...	7001-625-RCS/5/11-1304.5
P0049-000053	02/17/2018 12:53	...	...	...	7001-625-RCS/5/11-1303A/29C
P0071-000020	02/14/2018 23:10	...	...	...	7001-625-RCS/5/11-1304.5
P0059-000126	02/11/2018 22:57	...	...	...	7001-625-RCS/5/11-1304.5
P0053-000291	02/13/2018 11:10	...	...	...	72008A

- Access to ticket and other information can be defined by the department, so that staff in one department can only see their relevant tickets, if so desired.

**DACRA Database Reporting Functionality**

- Multiple criteria report generation, including issuing department, officers, date ranges, violations, and much more.
- To keep your agency compliant with redaction rules and to comply with state privacy statutes, juvenile violations can be excluded from all reports.
- HTML-based reports that can be printed or saved as PDFs.
- Access to reports and ability to print reports managed by individual user permissions.



Report by Date Range

BEGIN: 01/25/2018 END (THROUGH): 02/24/2018

Adjudication Only

General	DACRA Hosting
Summary & Disposition (by Hearing Officer)	Payment
Hearing Report (by Hearing Date)	DMV List
All Session Citations and Respondents	DMV Request File
Cash Reporting	Status Change
Bond	Status / Disposition Detail
Status Summary	Admin Tow
GROUP BY OFFICER	

A Few Sample Reports:

**Cash Reporting - 01/25/2018 -**

Citation #	Name	Paid
<b>Category: C</b>		
C0699-00085	...	0209
C0699-00085	...	0209
<b>C Totals:</b>		
C Totals: 0209		
<b>Category: P</b>		
P0699-001303	...	0210
P0699-001304	...	0210
P0699-001311	...	0221
<b>P Totals:</b>		
P Totals: 0210		
<b>Category: T</b>		
T0004-00008	...	0221
T0699-00085	...	0221
T0699-00076	...	0213
T0699-00079	...	0221
T0699-00080	...	0221
T0699-00082	...	0221
<b>T Totals:</b>		
T Totals: 0221		
<b>Grand Total:</b>		
Grand Total: 0221		

**Violations by Date Range - 01/25/2018 - 02/24/2018**

Citation Number	Name/Company	Location	Date / Time	Amt Due	Pd Amt	Bal Due
<b>Adjudication Tickets</b>						
C0699-000098	...	107 OAK	02/13/2018 11:18 PM	\$175.00	\$0.00	\$175.00
C0699-000102	...	107 OAK	02/14/2018 10:29 AM	\$0.00	\$0.00	\$0.00
<b>Violation: 10-18(a)(4).</b>						
(CLASS AA OR AAA) UNLAWFULLY PERMITTED THE SALE, OFFERED FOR SALE, GAVE AWAY OR DELIVERED ANY ALCOHOLIC LIQUOR EXCEPT THAT THE SALE OF ALCOHOLIC LIQUOR IN THE ORIGINAL PACKAGE FOR CONSUMPTION OFF THE PREMISES OUTSIDE PERMITTED HOURS.						
C0699-000099	...	107 OAK	02/13/2018 11:18 PM	\$0.00	\$0.00	\$0.00
C0699-000101	...	107 OAK	02/13/2018 11:18 PM	\$0.00	\$0.00	\$0.00
<b>Violation: 10-24(a).</b>						
UNLAWFULLY WORK IN OR ABOUT ANY PREMISE OR TO ENGAGE IN ANY WAY IN THE HANDLING, PREPARATION OR DISTRIBUTION OF SUCH LIQUOR IF THE PERSON IS AFFLICTED WITH OR IS A CARRIER OF ANY CONTAGIOUS, INFECTIOUS OR VENEREAL DISEASE.						
C0699-000100	...	107 OAK	02/13/2018 11:18 PM	\$0.00	\$0.00	\$0.00
<b>Violation: 110 - 6.2.4(e)(1)</b>						
VEHICLE FOR SALE IN NON RESIDENTIAL AREA						
P0699-001306	...	ABERDEEN	02/13/2018 05:54 PM	\$50.00	\$0.00	\$50.00
P0699-001309	...	ABERDEEN	02/19/2018 11:59 PM	\$0.00	\$0.00	\$0.00
P0699-001310	...	ABERDEEN	02/20/2018 12:21 AM	\$50.00	\$0.00	\$50.00
P0699-001311	...	ABERDEEN	02/20/2018 12:46 AM	\$50.00	\$10.00	\$40.00
P0699-001312	...	ADAMS	02/21/2018 02:00 PM	\$0.00	\$0.00	\$0.00

Current DACRA Reports Include:

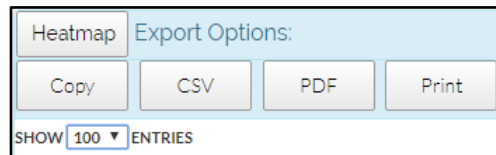
- General Adjudication
- Summary & Disposition
- Hearing Report
- AH Session Citations and Respondents
- Cash Reporting
- Status Summary
- Payments by Drawer
- DACRA hosting
- Payment
- DMV List
- Status Change
- Status / Disposition Detail
- Admin Tow
- Void
- Violation Report
- Violation Summary
- Officer Activity
- Eligible for Impound
- Eligible for Suspension



- t. Payment Plan Report
- u. Balance Due Reports
- v. State Violation by Court Date
- w. Racial Profiling Reports
- x. Boot List by Plate
- y. Boot List by VIN

**DACRA Data Exporting Capability**

- Exports in comma-separated text files (CSV), copy and paste to Excel, PDF, and Google Maps Heatmap data from search results. The user can just click a button for the required export format:



Third Party Integrations & Historical Data DACRA interfaces with numerous third-party vendors today. Third Party Integrations

As part of our work with Cook County, we will integrate further with the following:

- *iNovah Cashiering System* – Integration with iNovah, allowing the importing of payment data from an Excel file.
- iNovah Cashiering System – API to look up citations in Dacra
- *Chase/LexisNexis* –Integration to Chase for ACH payments and LexisNexis VitalChek for credit card payments is included.
- *Penn Credit* – Integration with the Penn Credit collections firm is included. Optionally, we can also integrate with MCOA or any other collection agencies using the MCOA format.
- *Other External Systems* – A number of interfaces have already been built for communication to external software systems via JSON, our preferred export method
- Integrated Tax Processing System (ITPS)
- ELS will be a One-Way Interface where DACRA will send a daily Placement File and Update File for people to make payments. The payments will be pushed from iNovah.
- Tax Intercept each file below will have it own process and functionality. Two-way Intaface as below:
  - OUTBOUND FILES



- • Pre-Add File
- • Withholding Maintenance Add
- • Withholding Maintenance Change
- • Withholding Maintenance Delete
- INBOUND FILES
- • Pre-Add Match Return File
- • Withholding Maintenance Match

OCA Third party Credit Card Processing Vendor: each file below will have it own functionality

- Two-way Interface as below:
- Outbound
- Placement File - Monthly
- Update File - Daily
- Inbound File
- Close File - Daily
- Payment File - Daily

DACRA and Cook County continue to jointly determine other, necessary integrations. The preferred method of these integrations is through on-demand APIs. However, those integrations may also consist of batch/file uploads/downloads. DACRA will import legacy data into the DACRA system. This will include, at a minimum, basic citation data for any citation that has been fully resolved in the past three years for all agencies, and perhaps longer for certain other agencies. For all open/unresolved citations, the preferred approach is to continue to manage those in the current system until they reach resolution or are in collections, at which point they would be transferred to the new DACRA system. The costs of this import is captured in Grouping “D” and will ultimately depend on the amount of tickets/years that are imported, the amount of data on each citation (i.e., does it include a record of every change/transaction/letter with that ticket, or just the current status?; does it include evidence, PDFs, etc.?) and the point in time of the import (i.e., will we be importing citations that are still in the middle of the adjudication process?).

**Technical Requirements**

A modern web-based application, DACRA provides real-time data to all officers allowing fast and accurate decision making in the field. DACRA can be implemented on Microsoft Windows and Apple computers, and Apple devices. DACRA supports printing to any full size, or 4” printer. DACRA is a high-availability, enterprise-level platform that scales to any size organization. While DACRA is typically a cloud-based, hosted solution that does not require servers, it can be implemented as an on-premise solution.

**Hosted System Requirements**

The DACRA Administrative Hearing System is available as a fully hosted solution. , As DACRA is deployed in the Microsoft Government Azure infrastructure, our fully hosted solution takes





advantage of the scalability, reliability and security features available in Azure.

*This proposal contemplates four separate instances of DACRA. The primary instance will be a hosted solution for Cook County Administrative Hearings, etc. The second instance shall be for the Cook County Sheriff and hosted by DACRA at no cost. The third instance of DACRA will be for the Cook County Forest Preserve Police, and the final instance will be for the Cook County Department of Revenue/Home Rule Tax Enforcement; all hosted by DACRA at no additional cost during the initial term*

**Cook County Hardware/Software Requirements for Hosted Solution:**

- User laptops or desktops running Windows 8 or newer
- User tablets where desired, to include iPads running iOS
- Internet connectivity with Chrome or Microsoft Edge browser and printer connectivity as needed.

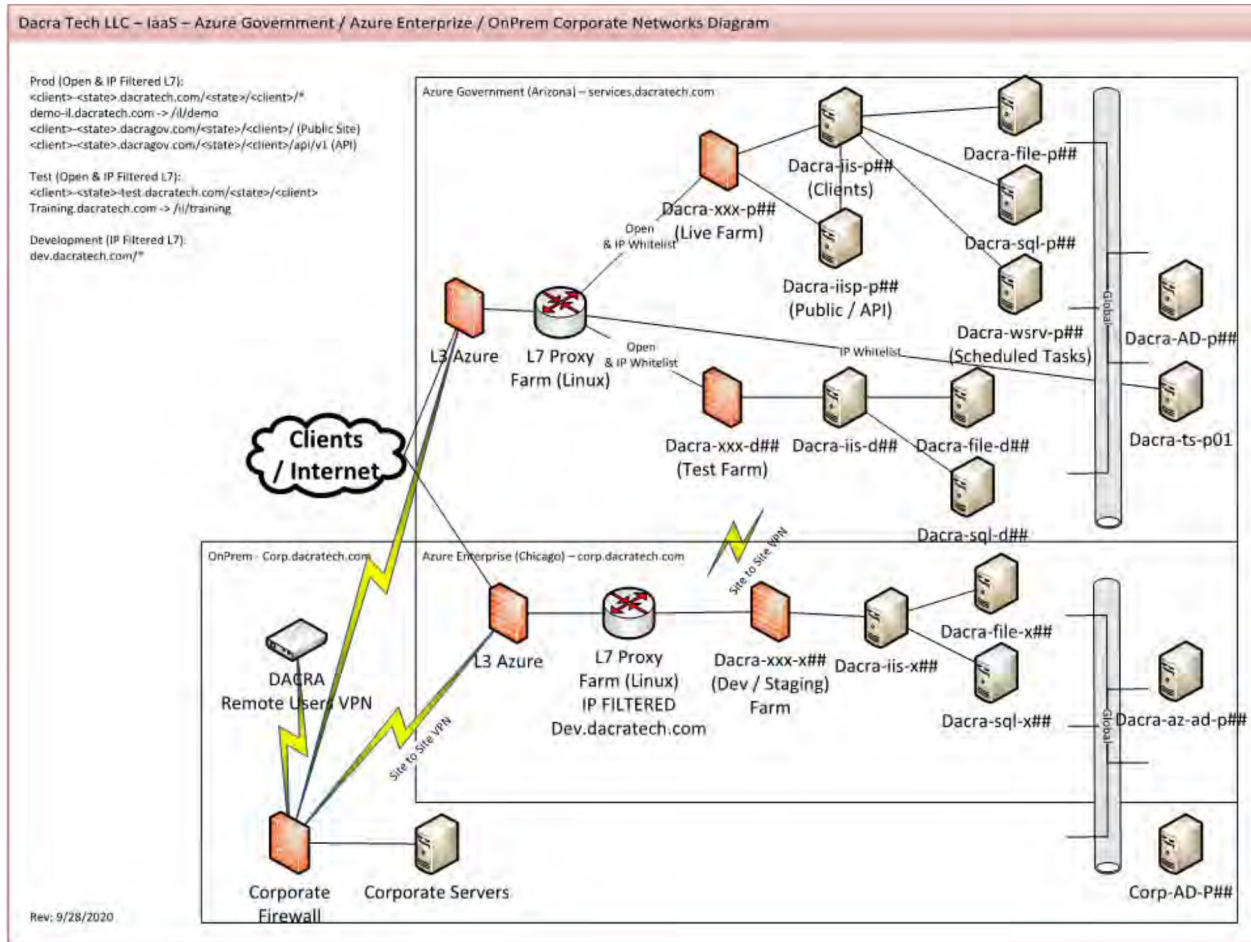
**DACRA System Architecture:**

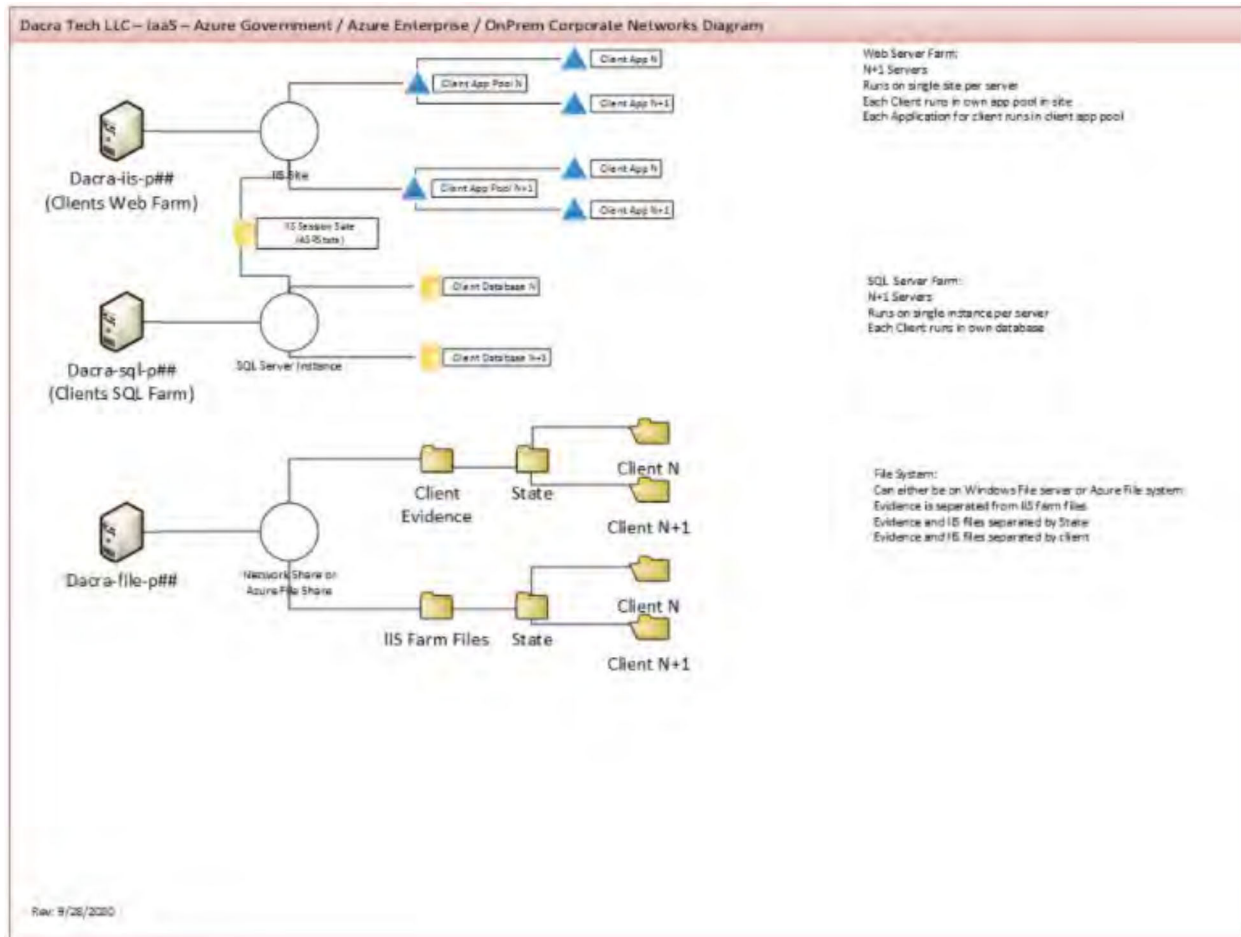
DACRA’s system is running in Microsoft Azure’s Government Cloud, employing virtual machines currently running Windows Server 2019, SQL Server 2019 and IIS 10. We use Azure’s Layer 3 firewall and Linux servers acting as a Layer 7 firewall protocol. We are running Windows Defender on all servers. All clients are running on their own database and own IIS application pool. We have separate Production, Test and Development environments. We use Azure Site Recovery with replicated servers to an alternate Azure hosting facility. The production servers are located in Arizona and the backups in Texas.

**List of environments included in the Microsoft Azure Government Cloud:**

<b>Environments</b>
Development
Test
Production
Disaster Recovery

## System Diagram





## Security and Data Protection

### Role-Based Security:

Users are assigned strict usage rights within DACRA. A few, select administrators will have broad-based rights across the entire system, but most users will be limited to specific functions that are required for their job. The ability to view, enter and update data is all defined by very granular roles, allowing each user to access only what they should be allowed to access.

### Secure Data Storage:

DACRA is designed for the highest levels of security and is compliant with the FBI’s Criminal Justice Information Services (CJIS), with data at rest and data in transit fully encrypted. Requirements of the CJIS Security Policy are both supported and exceeded. The DACRA security capabilities are modular and multi-levelled and include extensive built-in auditing features.



Security capabilities are managed at the web service level, the SQL database level, and at the application level. **The County or its agencies will not have direct access to the database, but rather access data through APIs, as needed.**

DACRA is hosted in Microsoft's Azure Government Cloud, a fully CJIS and FedRAMP compliant platform. It is a fully virtualized environment, with complete database separation between every client agency. Multiple security layers and disaster recovery features are integrated into the DACRA infrastructure. Using Microsoft's Azure Site Recovery services, the DACRA system is replicated between two different geographical Azure regions, both in the United States, with fail-over capability in case of a regional disaster.

*Data Encryption:* For encrypting the connectivity of data from the client to the server, called Data in Transit, DACRA supports FIPS 140-2 certified encryption with a key of at least 128-bit strength encryption. The data on the server, or Data at Rest, is encrypted using 256-bit AES encryption.

*Partitioning of User Interface and Database:* The DACRA system partitions the front-end user interface from the back-end database and supports independently controlled security mechanisms at the webserver level, service account, and user level, at the SQL Server level, and internal application-level containing roles and features assigned per department or user, as well as custom roles.

*Entity Framework Modularity:* DACRA is built with Microsoft's .NET Entity Framework technology. This means that the front-end client (always the component most vulnerable to malware or other intrusions) does not have direct access to the SQL database itself. The Entity Framework middleware layer handles all communication between the web front end and the SQL back end, and greatly reduces the vulnerability from a compromised computer workstation or advanced threats such as SQL injection attacks.

*Customer Billing / Credit Card Information:* DACRA does not store or access in any way any credit card or banking information.

DACRA Tech has full notification and remediation protocols in place to address and mitigate any potential security incidents. We can failover to data snapshots taken multiple times during the day, as well as daily, weekly, and monthly data backups. We augment our own internal staff and processes with an IT partner with extensive cybersecurity experience and capabilities. We also carry a \$1 million Cybersecurity insurance policy with a national carrier. As a requirement for DACRA Tech to be able to access Illinois Police and Secretary of State databases, we are required by the state to undergo cybersecurity risk assessments every two years to maintain our clearance and access. We also perform regular internal risk and vulnerability assessments on a more frequent basis. We can provide redacted versions of risk assessments if required.

***Active Directory Integration:***

*DACRA will integrate with Cook County's Active Directory Federated Services Platform, using SAML 2.0 for log-in by Cook County agency employees. Further, if desired, DACRA will provide*



*optional log-in for registered citizen users that are part of the County’s Active Directory for citizens. In these cases, should a user be registered already with the County, they can log-in using those credentials. Or, if they are not registered, but desire to be, they can be handed from DACRA’s portal to the County’s for the registration process. The Citizen Active Directory integration portion of this is a Group D Item.*

**Backup and Disaster Recovery Procedures:**

DACRA is hosted on Microsoft’s Azure Government platform and is a fully virtualized environment, with replicated servers between two geographically separate Azure data centers for full disaster recovery. Hourly data backup recovery points are maintained for 24 hours. Daily backup recovery points are maintained for 14 days, weekly recovery points for 5 weeks, and monthly retention points for a full 12 months. All backups are fully encrypted using 256-bit AES encryption, and are FIPS 140-2 compliant. In addition, all SQL transaction logs are copied every 15 minutes and kept for 7 days.

**Change Control and Advance Notice:**

DACRA Tech actively seeks to minimize the impact to clients when performing upgrades and other systems maintenance. Many updates can be done without impacting system uptime, and those that do require downtime are usually no more than a few minutes. Any updates that may require downtime are always scheduled in advance at a time that is acceptable to the client.

**Compliance and Audit Standards**

*Application User Roles:* DACRA currently has over fifty discrete internal user application roles and over five hundred process settings that govern the functionality of the parts of the system to which the user has access. This allows granular control of aspects such as what citations a user can create, who can modify created citations, who can accept payments, who can access what reports, who can create and send notices, and much more. These roles can be assigned to pre-defined groups such as regular police officers, code enforcement officers, hearing officers, finance staff, etc., or can be assigned to individual users (i.e. super users, administrators, etc.) as needed.

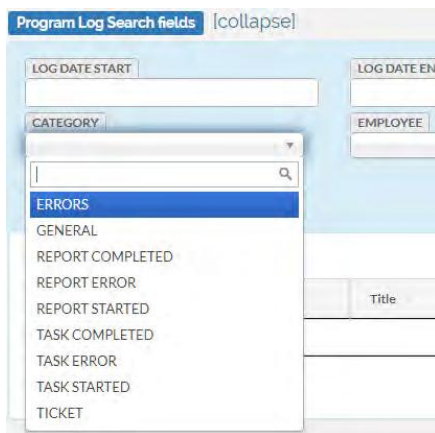
*Auditing:* DACRA has extensive built-in auditing that logs any transaction or change that has a financial or other significant impacts on a citation. It logs what the change was, who the logged-in user was, date and time stamps it, and records both the old value and the new changed value. It should be noted that a citation can be placed in “void” or “non-suit” status, but not deleted from the system.

*Access to Logs Files:* DACRA shall provide access to all Log Files required by the County. DACRA will work in good faith to provide secure access to Log Files in a reasonable manner. This includes log files to track the privileged user actions on the County applications and data sets. If Log Files include Personally Identifiable Information (PII), the PII data shall be masked and data masking will not be limited to PII. The County and DACRA will jointly document additional Log File data elements that require masking, and DACRA shall mask the additional Log File data elements.



### DACRA Logging, Auditing, and Troubleshooting Tools:

Because DACRA is built for non-stop operation in the largest customer environments, it contains extensive logging of system-wide processes, as well as error-checking, error-handling, and troubleshooting tools. If the system handles the error, it instantly notifies the user about the exact problem, and allows the user to correct the cause. If it is an unhandled error, it will display the error to the user and log it to the program log. All errors logged to the program log are viewable and searchable by permissioned users and admins. These enterprise software level features allow for optimal system performance and uptime, improved training of system users, and a very high level of security.



In addition to errors, DACRA logs, tracks, and allows for searching for many system processes. This provides improved troubleshooting, verification of task completion, and performance metrics such as Report Started and Report Completed. This level of visibility into the system processes allows for easy optimization of system performance, identification of common user errors, and even detection of a particular user's error:

Log of All Actions by a Particular User:

Log Date/Time	Title	Description	Category
02/24/2018 02:38 PM	Reports - Payment report completed	Payment report completed	Task Completed
02/24/2018 02:38 PM	Reports - Payment report started	Payment report started	Report Started
02/24/2018 02:34 PM	Reports - Officer Activity report completed	Officer Activity report completed	Task Completed
02/24/2018 02:34 PM	Reports - Officer Activity report started	Officer Activity report started	Report Started
02/24/2018 02:30 PM	Reports - Violation report completed	Violation report completed	Task Completed
02/24/2018 02:30 PM	Reports - Violation report started	Violation report started	Report Started
02/24/2018 02:30 PM	Reports - Cash Reporting report completed	Cash Reporting report completed	Task Completed
02/24/2018 02:30 PM	Reports - Cash Reporting report started	Cash Reporting report started	Report Started
02/24/2018 02:30 PM	Reports - Ticket Summary and Disposition by Hearing Officer report completed	Ticket Summary and Disposition by Hearing Officer report completed	Task Completed
02/24/2018 02:30 PM	Reports - Ticket Summary and Disposition by Hearing Officer report started	Ticket Summary and Disposition by Hearing Officer report started	Report Started

DACRA has a heartbeat detector algorithm on the client front end that tests for response from the server. If the connectivity test fails, it automatically retries several times. If it does not respond, the client software changes color and notifies that connectivity has been lost. This happens with all users, so they become aware of problems in a matter of seconds. Once the client reconnects to the server, it changes back to the normal color and informs the user of restored connectivity. We also maintain a notify list of key client staff that get notifications and updates of any issues as they arise.



Warranty and Service Support

**Service Level Guarantee**

DACRA is confident in our reliability and guarantees 99.99999% uptime including hardware/infrastructure and application layers. The calculation of the uptime % shall not include mutually approved scheduled maintenance.

**DACRA Uptime SLA**

- 1. **Uptime:** DACRA endeavors to maintain a 99.99999 % Uptime Percentage during any given month. Achieving this goal means that the service / site is accessible and fully functional for 99.99999 % of the time without an Outage.
- 2. **Outage Discounts:** Should the DACRA service be inaccessible for any period of time for reasons other than planned maintenance and/or other circumstances beyond DACRA’s control, (an “Outage”), then in such instance, a license fee credit (a “Credit”) may be applicable with respect to the period of any Outage.

In determining the duration of any Outage, the interruption in service is counted from the time of notification to DACRA until the time of resolution.

To calculate any potential Credit, the number of minutes for all Outages in any given calendar month are added together (collectively the “Outage Minutes”). The Outage Minutes are then subtracted from the total number of minutes in one month (the “Total Monthly Minutes”), to arrive at the total amount of “Uptime Minutes”. These Uptime Minutes are then divided by the Total Monthly Minutes with the resulting quotient then converted to a percentage (the “Uptime Percentage”). Credit discounts based upon the Uptime Percentage can then be applied as follows, with the discount applied to one-twelfth of the annual maintenance fees due DACRA:

Uptime Percentage	Credit Discount
Greater than 99.9 %	0 %
Between 99.0-99.89 %	5 %
Between 97.0-98.99 %	10 %
Between 95.0-96.99 %	15 %
Less than 95.0 %	25 %

- 3. **Scheduled Maintenance:** Should DACRA require any maintenance of its software, it will provide a minimum of 72-hours notice. Maintenance shall not exceed more than 3 hours in any given month and, if feasible, will be performed at low-usage periods.
- 4. **Problem Resolution and Support:**



- a. Phone and e-mail: DACRA is available for support via phone and email. A dedicated e-mail address will be provided to contact DACRA for all support needs.
- b. Support Ticket Classification: Each support request is categorized and responded to as follows:

<b>DACRA Service Request Response Matrix</b>			
<i>Priority</i>	<i>Example</i>	<i>Response Time</i>	<i>Resolution Target</i>
Urgent	DACRA critical and time-sensitive component down (I.e site inaccessible)	15 Minutes	ASAP
High	Issue impeding time-sensitive work (I.e., required component not working and no viable workaround – can do everything in the software, but can’t generate letters)	4 Hours	8 hours
Medium	Degraded functionality of system (I.e., error or issue not behaving as intended, but viable workaround)	8 hours	1-5 business days
Normal	Minor issues and usage or configuration questions	Within 1 Business Day	Variable

- c. Regular Business Hours: Between 8:00 a.m. and 5:00 p.m. CST excluding weekend & holidays, DACRA will respond initially to support tickets within the above time frame and target resolution as noted. Additionally, for all urgent items, DACRA will provide status updates no less than once per hour.
- d. Off Hours: During all other times, DACRA will initially respond to any urgent request within 2 hours and target resolution as soon as possible.
- e. If the above time frames are not met, Cook County or other agencies may escalate issues beyond the normal support channels. DACRA will provide Executive contact information that can be used in these instances.

**Support During Implementation**

During the development period, DACRA will coordinate with Cook County to most effectively manage the development. In addition to regular working meetings with each stakeholder, DACRA will hold weekly project status meetings to ensure all parties are kept up to date with the progress of the project. DACRA will work both remotely and onsite with the County. It is expected DACRA personnel will be onsite at least one day every other week during the key development phases of the project.

**Post-Implementation Support**





Depending on COVID-19 concerns, DACRA will be onsite during the first week of “Go-Live.” DACRA’s Client Services team provides e-mail and telephone support during regular working hours for all issues and support for critical items 24 hours a day, 7 days a week. Any critical bug (i.e., inability to access the system at all, inability to administer a hearing currently in process) will be addressed as quickly as possible. Less critical issues will be prioritized jointly with Cook County.

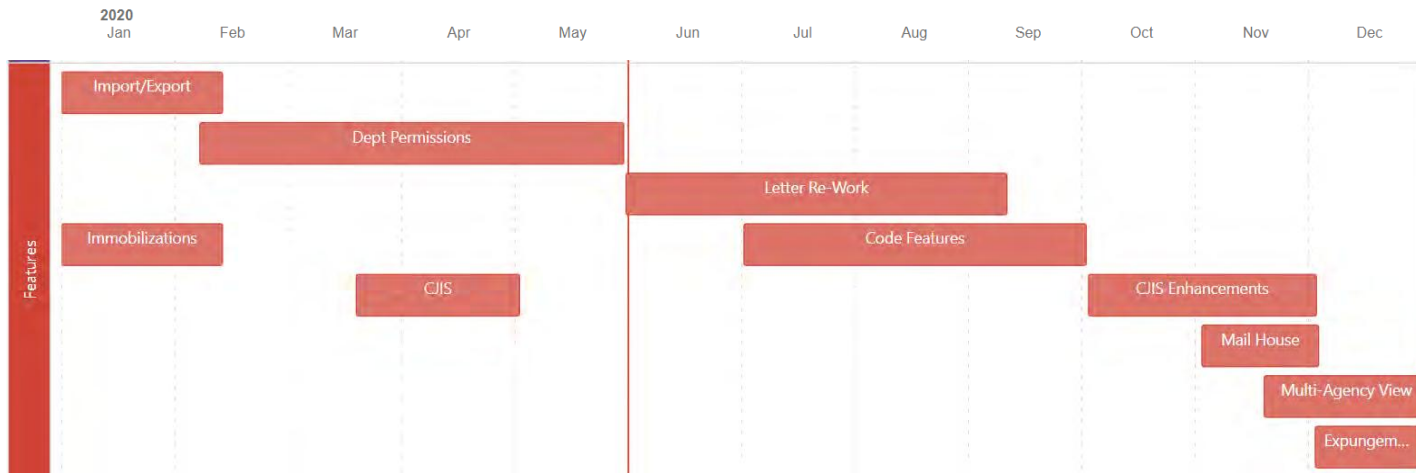
### **Customer Service**

While we pride ourselves on our stable software platform, issues needing support do arise from time to time. We are dedicated to providing the highest level of both technical and informational support to our clients. In order to prepare for effectively supporting and developing the DACRA system, we have spent many hours in the field, in squad cars, and in offices, shadowing clients to experience first-hand exactly what issues users encounter. We have attended over one hundred adjudication hearings with multiple hearing officers from the smallest to the largest of communities. We sit with our clients, processing citations, which has enabled us to assemble some of the best practices in this industry. This field experience affords us the knowledge necessary to understand the challenges our users face and how to quickly troubleshoot issues.

Standard support is included for all our clients at no extra charge during regular business hours, Monday through Friday, 8:00 am to 5:00 pm CST, via both phone and email (excluding holidays). Each agency within Cook County will be provided a dedicated email address (i.e. [cookcountyAH@dacratech.com](mailto:cookcountyAH@dacratech.com)) to use to submit any support requests. In addition, for our hosted clients, critical server processes are monitored and supported 24/7/365. Our standard support response process:

### **Maintenance and Upgrades**

DACRA updates its software on a regular basis, typically at least every 1-3 months. These are feature/minor upgrades and will be installed with minimal interruption and in coordination with Cook County, typically only requiring users to re log-on with no downtime. In addition to these releases, DACRA continues to move the product forward with technology improvements and larger releases. These larger releases are anticipated to occur every 12-24 months and can include UX/frontend redesigns, backend/database modifications and platform modifications/extensions. The following graphic represents a typical upgrade roadmap.



**Change Management**

Changes to the DACRA application will follow the Change Advisory Board process, as outlined by the County.

**Testing**

DACRA is responsible for QA and testing of all applications. DACRA’s testing process is regularly evolving and DACRA will provide test documentation/materials as practical and dependent on the testing systems employed

**Exit Assistance**

Upon conclusion of a project or termination of a customer agreement, a copy of all data is provided to the client. The former client’s environment, including all data, is irreversibly digitally shredded from the production, test, and development environments. All backups of the data are likewise shredded and sanitized upon a schedule agreed upon between DACRA and the client. Upon completion of the data wipes, certification of the destruction is provided to the client.



## Section C. DACRA Tech Project Timeline

### Project Timetable

DACRA target is to roll out the system in its entirety over 6-8 months. The high-level roadmap is as follows:

#### **Step 1: Process Analysis and Scope Refinement (Month 1)**

The project begins with a kickoff meeting attended by representatives from each department involved in the process. At the onset, we will identify contacts at DACRA and Cook County who will be key project touchpoints. The first few weeks are then spent meeting with each citation-issuing department, as well as the finance and IT departments, to identify all existing processes and systems involved. Current violation, adjudication, and fine collections ordinances and processes are identified and analyzed. Any potential process or ordinance change recommendations that might improve upon the existing ones are presented.

#### **Step 2: Data Gathering (Month 1)**

Concurrently with Step 1, client is provided with tools and explanations for compiling relevant data that need to be set up on the server: personnel; hearing times, dates, and locations; violation codes; municipal seal; verbiage for citations and notices; etc. Required interfaces and connectivity methodologies are agreed upon for connectivity to external systems. Client produces all necessary data for the new system. This data will be provided in an Excel, CSV or other delimited format.

#### **Step 3: Test Environment (Months 2-8)**

The DACRA system is built, configured, and tested by DACRA staff. Our staff imports all assembled client data and performs final internal testing. Client staff is given access to the new system and guided on testing each individual component.

#### **Step 4: External System Integrations (Months 2-8)**

During this time, external system integrations, such as connectivity to finance systems, payment processors, etc., are built and tested by our team, the client's IT staff, and any relevant third-party vendor.

#### **Step 5: Validation (Months 4-8)**

All relevant documents such as citations, notices, etc. are printed from the system and provided to client's legal counsel for review or modification. Any required verbiage modification to those documents is implemented.

#### **Step 6: Training and Field Testing (Months 6-8)**

Training of all staff and final field testing by officers in the field is implemented. One week before going live, the test environment is migrated to the live environment with final testing and sign-off by client staff.

#### **Step 7: Go Live! (Months 6-8)**



Our staff is present on site during go-live to assist with any questions or issues and coordination with offsite resources.

## Training

The DACRA software platform was built with usability in mind. DACRA makes it easy to get all users trained and aligned no matter what department they work from. We will deliver Cook County customized step by step training and professional development with teaching methodologies designed to stimulate deeper learner engagement and better comprehension. Our hands-on approach of training directly in the software that users will be working in day to day builds a confident and strong comfort level of work flow protocols. Our team of educators will teach the participants how to navigate around the software through the use of Cook County's own DACRA test site. The Cook County Test site will be available for you throughout the life of your agreement and supports training new hires and the flexibility to navigate through processes without interfering with live data.

Each of the Cook County agencies using the DACRA platform will receive a customized training package that will be pushed to Cook County's current LMS "Adobe Captivate Prime" system. The nine agencies licensed to use the system are:

1. Cook County Sheriff Police
2. Forest Preserve Police
3. Building & Zoning
4. Environment & Sustainability
5. Transportation & Highways
6. Department of Revenue
7. Health & Hospitals
8. Public Health
9. Animal Control

Each agency's training package will include four parts:

1. Live online training covering the six training modules, for a total of 14.5 hours of live instruction.
2. On-Demand training courses, in PowerPoint format, including self-assessment tools. Proof of course completion will be managed through Cook County's current LMS.
3. Business process document unique to each department's current protocol within the DACRA platform to serve as Job Aids (PDFs).
4. User Manual for the DACRA system will be provided in PDF format and can be stored on Cook County's LMS.

### **COOK COUNTY TRAINING MODULES**

#### **1. Super-User/System Administrator Training**

This 2.5-hour hands on course is an introductory class that will fully prepare your power users or department leads to work in the administrative utility areas managing daily activities. This training covers all functionality sections of DACRA; it focuses on data entry, password management, and updating basic data.

#### **2. Basic User Training – Field Enforcement Staff**



This 3-hour hands on course is designed for DACRA users who will be issuing local and/or State e-citations, administrative tows and conducting other county code enforcement (i.e. police officers, building inspectors, animal control officers etc.). This session covers all aspects of creating citations and searching through previous violators for investigative purposes. It also focuses on best practices in documenting the violation to make a strong case. After this course participants will be able to issue all types of e-citations for parking, animal, code/compliance, state tickets & pedestrian stops. This course will also cover the towing of vehicles from an abandoned tag through the application of all tows and holds.

### 3. Basic User Training – Administrative Law Judges

A 1.5-hour training session will be held to train Cook County Administrative Law Judges in utilizing the system during hearings for the efficient issuing of Findings, Decisions, and Orders.

### 4. Basic User Training – Administrative Hearing Staff

There are many moving parts to a successful hearing and we have consistently found that our clients take advantage of the “new software” opportunity to refine other hearing room practices and procedures. This 1.5-hour course will review the training and instructions of using the DACRA software in your adjudication procedures. Hearing clerks, hearing officers and records personal who manage Finding, Decision and Order and Final Determination notices should attend.

In preparation for the first public hearing utilizing DACRA, we will also host a mock hearing that tests all aspects of an effectively managed hearing process with our software and any modified best practices that may have arisen during the deployment of such a system. This 1 hour live mock hearing training ensures your staff is comfortable with all aspects of hearing room management before going live with respondents.

Finally, a DACRA trainer will also attend 1 hour of the first live hearing utilizing DACRA.

### 5. DACRA Records and Finance Management

This 2-hour hands-on course is an introductory class for administrative users of DACRA software specifically records/administrators, finance. Emphasis will focus on day to day protocols to manage and accept payments via web and in-person, as well as general reporting and financial auditing tools within the system.

### 6. DACRA Tow Training

This 2-hour hands on course is designed for users who will be involved in managing towing processes from general tows to administrative tows. We will review the training and instructions for both the issuing officers, as well as the procedures on the administrative levels related to releasing vehicles and paying tow bonds.

ADDITIONAL SUPPORT:

IT System Administrator Support



DACRA will ensure your IT staff is well versed in setting up system servers where necessary, as well as accessing portal configurations and interfaces to ensure seamless operation and communication. As we use industry standard processes, this can generally be accomplished in a few- remote sessions between DACRA's and client's IT staff.

#### Ongoing Training Support

It is not enough to simply teach staff and send them on their way, DACRA is known for our customer support. To help our clients get the most out of our system, we take pride in the ongoing partnerships forged to answer best practices and process questions. This is just another reason that partnering with DACRA forms the solid foundation on which your effective enforcement system is built. Every quarter, DACRA hosts a free webinar introducing and demonstrating new nuances in the software. We appreciate the value in a strong educational program and will look forward to supporting your team continually. Should you need additional training outside the scope outlined above, we are more than happy to provide additional training for \$175 per hour.



## Section D. DACRA Tech Vendor Information

### DACRA Tech Key Project Personnel

The DACRA Administrative Hearing System has been the cornerstone of municipal enforcement for over 20 years. DACRA Adjudication Systems LLC D/B/A DACRA Tech LLC is a privately-owned Delaware based LLC located at the Chicago O’Hare International Center in Rosemont, Illinois. DACRA Tech is solely focused on providing administrative hearing and enforcement tools to municipalities and police agencies to seamlessly manage a violation through its lifespan from issuance, through the hearing process, and out to payment, collections and compliance.

DACRA Tech has a team of approximately 20 employees who serve to meet your needs. Trusted contractors are used from time to time for certain projects or when a particular expertise is needed but are not anticipated to be needed or used for this implementation. Your project staff have all spent time in the field with officers and worked with staff at every level of our client organizations to understand the challenges facing them. All DACRA Tech staff and contractors pass a detailed background check, including fingerprinting and vetting through local law enforcement. Once cleared, they are also required to complete and pass a CJIS security course and test and recertify every two years.

#### **The Cook County DACRA Tech Team**

##### **Bobby Schur – Chief Executive Officer**

Bobby will assume to role of executive level management, ensuring the team has the tools and resources necessary to deliver the best product. As an experienced business leader Bobby serves as the “coach” of the DACRA Tech team.

##### **John Sasman – Vice President of Product and Engineering \*Executive Lead**

John will ensure the development team identifies and addresses all needs both during the implementation and integration phase and beyond. John and his staff are dedicated to making sure DACRA Tech works to solve all of your business challenges as efficiently as possible.

##### **Glenn Theriault – Vice President of Sales \*Primary Project Contact**

Glenn will ensure that the right product is identified, designed, and built to meet your unique needs. Glenn’s vast law enforcement expertise will allow him to quickly identify your goals, and translate that to actionable items for the DACRA Tech team. Glenn will serve as your primary point of contact throughout the RFP process.

##### **Tami Wanless – Vice President of Client Operations \*Training and Support**



Tami will take the lead on this project after contract execution. Tami and her team will focus on delivering your customized platform as accurately and quickly as possible. As a veteran educator, she will make sure your entire team is well trained to manage their daily work within DACRA. Tami will be your primary point of contact for all client needs.

**Zlatko Koprivec – Founder/Chief Operating Officer**

Zlatko works behind the scenes, ensuring the network level of the platform is functioning securely and effectively. His depth of experience in government software will bring an additional level of expertise that rounds off the entire DACRA Tech team.

**Other Members of the Cook County Project Team**

Chaya Friedman – Project Manager, Project Advisor  
Paul Kolecke – Project Manager; Senior Architect  
Prabha Babuvenkatesh – Developer  
Amar Matta - Developer  
Ryan Stahulak – Client Services

DACRA Tech Project Subcontractors

DACRA Tech employs Microsoft’s Azure Government Cloud as a hosting/technology platform. DACRA Tech has employed Heartland Business Solutions as a hardware/ networking consultant for certain needs in the past and may do so in the future.





## Section E. DACRA Tech Perpetual License Fee Costs

It is the intention of the parties to provide a perpetual, conditional, non-transferable and non-exclusive license to implement and fully utilize the DACRA Municipal Enforcement and Administrative Hearing System Software, the DACRA Municipal Enforcement Process and the Program Documentation to the following agencies and districts under the direction and control of Cook County: (a) the Sheriff of Cook County; (b) the Forest Preserve Police of Cook County; (c) the Cook County Department of Revenue / Home Rule Tax Enforcement, and (d) the Cook County Department of Administrative Hearing Officers and Staff.

The following outlines the associated price, billing, and payment terms for a DACRA Administrative Hearing System perpetual license which includes the following services necessary to prepare the system for use:

- Installation including system set-up, configuration, and customization
- Integration with third-party vendors as described above.
- Full and complete training will be provided as outlined in the training section above.
- Ongoing support may be provided to Client via remote access, email, and telephone during business hours.

<b>DACRA Administrative Hearing System License Fees</b>	<b>Payable in 2021</b>	<b>Payable in 2022</b>	<b>Payable in 2023</b>	<b>Total</b>
<b>Cook County Administrative Hearings DACRA Master System License Fees</b>				
AH System Initial Software Set-Up, Configuration and Training (1)	\$300,000			\$300,000
Integrations and Feature Customization (2,5)	\$200,000			\$200,000
Maintenance - (3)	\$41,563	\$221,667	\$110,833	\$374,063
Cloud Hosting of AH System	\$7,500	\$40,000	\$20,000	\$67,500
<b>AH Total:</b>	<b>\$549,063</b>	<b>\$261,667</b>	<b>\$130,833</b>	<b>\$941,563</b>
<b>Cook County Sheriff's Police DACRA Enforcement System License Fees</b>				
Initial Software Set-Up, Configuration and Training (1)	\$55,000			\$55,000
Maintenance - (3)	\$12,500	\$33,333	\$16,667	\$62,500
Cloud Hosting of SP System	\$5,000	\$13,333	\$6,667	\$25,000
<b>SP Total:</b>	<b>\$72,500</b>	<b>\$46,666</b>	<b>\$23,334</b>	<b>\$142,500</b>
<b>Cook County Forest Preserve Police DACRA Enforcement System License Fees</b>				
Initial Software Set-Up, Configuration and Training (1)	\$35,000			\$35,000
Maintenance - (3)	\$12,500	\$33,333	\$16,667	\$62,500
Cloud Hosting of FP System	\$2,500	\$6,667	\$3,333	\$12,500
<b>FP Total:</b>	<b>\$50,000</b>	<b>\$40,000</b>	<b>\$20,000</b>	<b>\$110,000</b>
<b>Cook County Home Rule Tax DACRA Enforcement System License Fees</b>				
Initial Software Set-Up, Configuration and Training (1)	\$50,000			\$50,000
Maintenance - (3)	\$0	\$33,333	\$16,667	\$50,000
Cloud Hosting of HRT System	\$0	\$6,667	\$3,333	\$10,000
<b>HRT Total:</b>	<b>\$50,000</b>	<b>\$40,000</b>	<b>\$20,000</b>	<b>\$110,000</b>
<b>Max T&amp;M Dev Cost Estimate for Enhanced Features and Integrations - Category D &amp; E Requirements (4):</b>				<b>\$633,500</b>
<b>Cook County Grand Total:</b>				<b>\$1,937,563</b>

- 1 - Includes all Category A,B Requirements in Cook County Requirements Document
- 2 - Category C Integrations and Feature Customization in Cook County Requirements Document
- 3 - Includes Annual Upgrades and Support
- 4 - T&M Cost Estimate for Category D & E Enhanced Features and Integrations from Cook County Requirements Document
- 5 - 250 Development Hours Included in Years 1 and 2 For Reporting and Integration Features

<b><u>Module Delivery Schedule/ Payment Schedule</u></b>	<b><u>Estimated Timing</u></b>	<b><u>Amount</u></b>
Delivery One: Project Plan	30 – 60 Days After Contact Execution	\$144,312.60
Delivery Two: Sheriff and Forest Preserve Go- Live	90-120 Days After Contact Execution	\$144,312.60
Delivery Three: AH Test System	150-180 Days After Contact Execution	\$144,312.60
Delivery Four: AH Go-Live	210-240 Days After Contact Execution	\$144,312.60
Delivery Five: Phase 1 of Tobacco Investigation System	300-360 Days After Contact Execution	\$144,312.60
Maintenance Fee due on January 1, 2022	January 1, 2022	\$388,333.00
Maintenance Fee due on January 1, 2023	January 2, 2023	\$194,167.00



**DACRA Personnel Rates**

All additional hours for project management, training, development, to include Category D & E requirements, will be agreed upon in writing prior to the start and will be billed monthly at the hourly rate of \$175.00.

**Deliverable / Payment Schedule**

The delivery milestones listed here may be mutually adjusted after the completion of the initial Project Plan. No delivery milestone shall be deemed complete until and unless representatives of both parties agree in writing that it is complete.

**Delivery One: Project Plan**

*Target:* 30-60 days after contract execution

*Deliverable:* Completed Project Plan document that defines:

- Different user groups, stakeholders and project members
- High-level requirements for each user group and module of the software
- Software workflows, including functional and technical workflows
- Additional system integrations
- Timelines and milestones
- Communication processes, protocol and personnel involved
- Design, testing, acceptance and implementation procedures
- Deployment architecture
- Security
- Business continuity / Disaster Recovery
- Change management procedures

**Delivery Two: Sheriff and Forest Preserve Go-Live**

*Target:* 90-120 days after contract execution

*Deliverable:* Sheriff and Forest Preserve PD System Go-Live or at such time that DACRA Tech is prepared to do so. Test sites available prior to Go Live.

**Delivery Three: AH Test System Delivery**

*Target:* 150-180 days after contract execution

*Deliverable:* DACRA Test System for AH

**Delivery Four: AH Go-Live**

*Target:* 210-240 days after contract execution

*Deliverable:* AH System Go-Live or at such time that DACRA Tech has delivered all significant functional requirements.

**Delivery Five: Phase I of Tobacco Investigation System**

*Target:* 300-360 days after contract execution

*Deliverable:* Pre-investigation and Investigation Initiation components of Tobacco Investigation System



INTENTIONALLY LEFT BLANK



**APPENDIX A - Functional Requirements Documentation**

**Cook County Functional Requirements Exception Summary**

DACRA Tech has reviewed the scope requirements provided in *CCMAS\_System Req\_v1.5 responses\_County*. As you will note, the clear majority of functional requirements are met by the current DACRA Tech Administrative Hearing System as originally proposed. Certain exceptions are summarized on the initial tab, *DACRA Reqs Analysis*, and copied below for convenience. DACRA Tech provided an alphabetical rating for these exceptions using a hybrid of the CCMAS ranking and the DACRA ranking:

**Cook County Requirement Analysis - Exceptions**

<i>Req Status Values = Understood?/In Orig Proposal</i>	<i>DACRA TECH Status Description</i>	<i>Cook County Status Description</i>
<b>A - Yes / Included and Available</b>	Requirements understood, included in the original proposal, and available today.	A value of 5 states that the proposed solution can meet the functionality specified right out of the box and will be available as soon as the software is installed.
<b>B - Yes / Included but To Be Built</b>	Requirements understood, included in the original, proposal, available in future release.	A value of 5 states that the proposed solution can meet the functionality specified right out of the box and will be available as soon as the software is installed.
<b>C - Yes / Included but To Be Built</b>	Requirements understood, not in the original DACRA proposal, available in future release.	A value of 3 states that the proposed solution will meet the functionality specified under Column B, with an expected new release of out of the box functionality.
<b>D - No / Custom Build Needed</b>	Items not in original DACRA proposal and custom development will require further scope for firm cost, preliminary estimate provided.	A value of 1 states that the proposed solution can meet the functionality specified under Column B, with custom code or development.
<b>E - Partial / API Included</b>	Integration needs further scope to determine if custom dev is needed or if current API can accomplish preliminary estimate provided.	
<b>N/A</b>	<i>Identified as likely no longer needed during scoping process.</i>	

Category A & B: This covers the majority of features that are included on the CCMAS Requirements table and are included in the DACRA system proposed.

<b>A - Yes/Included and Available = Requirements understood, included in original proposal, and available today.</b>		
<b>B - Yes/Included but To Be Built = Requirements understood, included in original proposal, available in future release.</b>		
<i>Module</i>	<i>Feature Description</i>	<i>Reqs</i>
CCMAS Requirements v1.2	See Tabs 1-6	All But Exceptions Noted Below

Category C: These specific functionalities are not present in DACRA today. These have been scoped fully, and while some analysis is still needed fully understand, DACRA Tech is including this functionality in the DACRA system proposed.



<b>C - Yes/Included but To Be Built = Requirements understood, not in original proposal, available in future release.</b>		
<b>Module</b>	<b>Feature Description</b>	<b>Requirement Reference #</b>
User Portal	Email notifications	1.003,1.004,1.005,1.006, 2.046, 2.100,2.238
Search	In collections?, Tender Type, Payment Location	2.088,2.089, 2.090
Post Adjudication Appeal	Hold Tickets, Continue, Close	2.092,2.093,2.094
Citation Creation	DL Scan	2.096
Finance	Allocation Codes	2.136,2.212,2.218
Letters	10+ citation notice	2.169
Collections	Bankruptcy	2.181
Reports	Citations processed, etc.	2.183-2.192
AH Sessions	Ability to continue to different dates	2.210
Citation Creation	Hwy Approval Process	2.229
Citation Creation	Hwy Citation Numbering	2.230
Citation Creation	Legal Complaints Citation	2.148
Integrations	Real-Time iNovah	2.017, 2.057,4.033
Integrations	Tax Intercept	2.060,2.073,4.024-4.028
Integrations	ITPS	2.155-2.164, 4.017
Integrations	SOS, DMV	4.009
Integrations	Sheriff's/Forest Preserve to AH Database	4.053, 4.059
<b>Additional Sheriff's Department Requirements</b>		
Sheriff	Scanning Driver's License	
Sheriff	Modify Sheriff's Ticket	
Sheriff	Probable Cause Narrative	
Sheriff	Cook County Clerk	

**Category D:** These specific functionalities are not present in DACRA today and they have not been fully scoped with Cook County staff. As significant analysis is needed to fully understand and properly scope, DACRA Tech has provided an estimated range of development hours. Further scoping and review in collaboration with Cook County, will provide the knowledge necessary for DACRA to provide a specific development effort and cost. DACRA Tech does commit to developing these features as soon as agreed upon with Cook County staff and the scope is approved.

**Category E:** These features encompass integration and reporting. While additional scope is needed to understand the differentiation between current state and desired future state, DACRA Tech believes that these items can possibly be accomplished by mirroring the current integration processes managed by Cook County utilizing the data export API provided by DACRA Tech within the proposal costs. If after a more in-depth scope is completed and custom development is required, DACRA Tech does commit to developing these features as soon as agreed upon with Cook County staff and the new scope is approved.



<b>D - No/Custom Build Needed = Items not in original proposal and custom development requires further scope for firm cost, preliminary estimate provided</b>						
Module	Feature Description	Requirement Reference #	Scope Complete?	Min Dev Hours	Max Dev Hours	
Automation of Hwy Processes	Form	1.008	N	20	50	
Automation of Hwy Processes	Owner Lookup	1.008, 1.037, 2.236	N	50	150	
Alert Escalation	Deadline missed	1.013, 1.015	N	10	40	
Overall	Flexible Workflows	1.045	N	100	200	
Overall	Business Rules	1.046	N	0	50	
CCDOR rules and ordinances		1.049, 2.24, 4.029-4.032	N	0	50	
Hearings	Enhanced ALJ scheduler	2.004	N	50	150	
Hearings	New agencies, case types	2.026	N	20	100	
Hearings Portal	Additional On-line appeals rules	2.033, 2.034, 2.035, 2.036	N	20	50	
Collections	Notice of Debt, Final Notice	2.064-2.066	N	20	50	
Collections	Holds, NSF	2.067, 2.068, 2.070	N	10	50	
Collections	Liens	2.069	N	50	50	
Taxes	Overall Process	2.076-2.080, 2.150, 2.151, 2.152, 2.153, 2.154	N	50	150	
Collections	Multiple status/transactions	2.082, 2.137	N	20	50	
Address Validation	Update vs. Third-Party	2.083, 2.171, 2.172, 2.200	N	50	150	
Taxes	Taxes	2.150-2.154	N	100	150	
Historical Data	Access to all past data	2.170	N	0	200	
Collections	Payment Plans	2.175-2.180, 2.201	N	10	80	
Notices	Resolution Notice	2.202	N	10	50	
Collections	Bankruptcy	2.181	N	10	50	
Reports	Exception Reports	2.194	N	10	50	
Collections	Recall from Collections	2.195, 2.196	N	20	50	
Forest Preserve	Case#, >30 days, data migration	2.224, 2.225, 2.246, 2.252, 2.255, 2.267	N	20	50	
Public Health	Inspection Reports	2.271	N	50	100	
Data Store	Reference Documents	2.274	N	10	50	
Public Health	violation rules	2.284, 2.285, 2.294, 2.295	N	20	50	
Sheriff Citations	Bond selection process	2.100.15	N	50	100	
Animal Control Integration	Portal, "Phase 2"	4.106	N	0	150	
Citizen Portal	ADFS Integration for Citizens	5.018	N	40	80	
Tax Intercept	Revenue	2.060, 2.073, 4.024-4.028	N	50	150	
Outside Collection Agency	Open Balance and Payment Integration	4.035.1	N	40	100	

<b>E - Partial/API Included = Integration needs further scope to determine if custom dev is needed or if current API can accomplish preliminary estimate provided.</b>						
Integrations	Collection Agency	2.059, 4.018-4.023	N	50	100	
Integrations	LexisNexis	2.199	N	30	60	
Integrations	Chase	2.200	N	30	60	
Reporting	Need to review all	3.001-3.010	N	0	200	
Integrations	ELS	4.035	N	0	100	
Integrations	Vehicle Code Database	4.054	Y	0	0	
Integrations	Catalyst GBL	4.056, 4.096	Y	0	0	
Integrations	BZ Workflow	4.064	N	50	100	
Integrations	DES OnBase	4.067	N	50	100	
Integrations	POS	4.072, 4.084, 4.085	N	50	100	

Estimated Hours: 3620  
 Max Dev Cost: \$ 633,500

N/A: After completion of the initial scope, it appears these requirements are no longer required for the project. However, if Cook County staff determines these items are needed, we can mutually complete a scope analysis and include these items in Category E.

<b>N/A = Identified as no longer needed during scoping process.</b>						
Module	Feature Description	Requirement Reference #	Scope Complete?	Min Dev Hours	Max Dev Hours	
Sheriff	Dynamic changes	2.097	N/A	0	0	
Productivity Analysis	Reports?	1.042	Y	N/A	N/A	
Integrations	EBS		Y	N/A	N/A	
Integrations	IDOT	4.037	Y	N/A	N/A	
Integrations	Evidence Inventory (for TIS)	4.041	Y	N/A	N/A	
Integrations	States Attorney's	4.042, 4.088-4.090	Y	N/A	N/A	
Integrations	CAD	4.077	Y	N/A	N/A	
Integrations	UCR	4.078	Y	N/A	N/A	
Integrations	Cook County Assessor	4.094	Y	N/A	N/A	
Integrations	Recorder of Deeds	4.095	Y	N/A	N/A	



Cook County Complete Functional Requirements Spreadsheet

Refer to the “Cook County-DACRA Requirements Req\_Final.xlsx” for Cook County’s functional requirements.





Cook County Home Rule Tax Investigations System Requirements

**Home Rule Tax Investigations System**

DACRA Tech is proposing to build a Home Rule Tax Investigations System that meets the requirements set forth in this Addendum, “Cook County BOT Requirement Report”. This module will be fully interfaced with the DACRA Administrative Hearing System.

**Cook County Bureau of Technology;  
Department of Application  
Development & Management**



**Department of Revenue Tobacco  
Investigation Requirements**

**Key People:**

**Cook County Department of Revenue**

Zahra Ali  
Denise Houston  
Michael Hoff

Courtney Alston  
Bridget Eckrich  
Antonio Owens



**Request:**

Web based data entry application that incorporates the current home rule tax investigation process and Tax Investigation System (TIS) into the pending Cook County Wide Citation Management System. The application will document all inspections/investigations conducted by the Cook County Department of Revenue Filed Investigations Division, generate citations when applicable, follow a citation thru Administrative Hearings and subsequent collection process (if applicable). Application will allow for legacy information to be captured.

**Purpose:**

To fairly and equitably enforce Cook County Taxation Ordinance compliance of all establishments where home rule taxes are applicable. Primary compliance focus is to confiscate and process contraband tobacco products for sale in retail tobacco establishments located within Cook County in accordance with the set procedures of the Investigations Manual and assess applicable monetary penalties provided in the General Provisions Ordinance, Alcoholic Liquor ordinance, License Permits and Miscellaneous Business Regulations ordinance, Taxation ordinance as well as the Uniform Penalties, Interest and Procedures ordinance.

**Business Process:**

**A. Investigations Background**

- a. Cook County is divided into 18 areas: 75 subsections. Each area has between 2-7 sub-sections within each area.
- b. Investigators look for the required cigarette tax stamps and untaxed other tobacco products based on the area in which inspecting when they go out to the field to do an Investigation.
  - i. Types of required Tax Stamps are based upon the location:
    - 1. City of Chicago-Cook County tax stamp - required within the city limits
    - 2. City of Evanston tax stamp-required in the City of Evanston limits
    - 3. City of Cicero tax stamp - required in the city of Cicero limits
    - 4. General Cook County tax stamp-required in the County but outside of the city of Chicago limits as well as Evanston, and Cicero.
- c. Investigators investigate and cite businesses for Cook County Taxation violations other than tobacco violations.
  - i. Taxation areas include, but are not limited to:
    - 1. Other Tobacco Products
    - 2. Alcoholic Beverage
    - 3. Gaming Machine
    - 4. Amusement
    - 5. Diesel
    - 6. Firearms
    - 7. General Business License
    - 8. New Motor Vehicle
    - 9. Parking and Valet



10. Liquor Ordinance
  11. Hotel
  12. Gasoline
  13. Use Tax
  14. Other
- ii. Violations include, but are not limited to:
1. Failure to Register
  2. Failure to Keep Books and Records
  3. Failure to Collect/Remit Taxes
  4. Failure to allow inspection

**B. Investigations Pre-Field Work Procedures**

- a. Upon being assigned an Area, Investigator generates a list of all stores inspected in the past in that area. List is generated from TIS System data.
- b. Investigators are assigned an area by the Investigations Supervisor
- c. Each Investigator works in their assigned area until it is completed in its entirety.
- d. Investigators review the prior offender listing and the area's Incident Reports of their assigned areas prior to going out in the field in order to become aware of any and all situations they may encounter.

**C. Investigations In-Field Work Procedures**

- a. Field Investigation Report - Investigators enter basic data into the Tax Information System at the conclusion of every investigation. Information can be populated based on the ability to select that store's information from a prior inspection based on IBT# or Address. Information can be edited if necessary. Information can be generated from scratch if business has never been inspected.
- b. Cook County Citation - If there is a violation/confiscation
  - i. The Tax Information System completes a citation (s) based on information pre-populated from the Field Investigation Report.
  - ii. The Tax Information System populates an initial appearance Administrative Hearing date that is programmed into the system.
    1. Hearing date is 2 to 3 weeks from the citation issuance date.
    2. Hearing date & time are noted on the citation – All initial appearances are set for 9:30 am each Wednesday.
    3. Hearing dates are assigned to Investigators and rotate thru on a 4-week schedule
- c. City of Chicago Citation - If there is a confiscation in Chicago
  - i. The Tax Information System completes a citation (s) based on information pre-populated from the Field Investigation Report.
  - ii. The Tax Information System populates an initial appearance



Administrative Hearing date that is programmed into the system.

1. Hearing date is 2 to 3 weeks from the citation issuance date.
  2. Hearing date & time are noted on the citation – All initial appearances are set for 9:30 am each Wednesday.
  3. Hearing dates are assigned to Investigators and rotate thru on a 4-week schedule
- d. Signature – At the end of the investigation/inspection, Tax Information System requires electronic signatures (via stylus) from the Investigator and Respondent
- i. System provides dropdown menu to select function of respondent (ie. Owner, Clerk)
  - ii. System automatically pre-populates date and time of signatures.
  - iii. Signature/Date/Time are transferred to Field Inspection Report and Citation if applicable.
- e. Field Incident Report – Tax Information System pre-populate Field Incident Report from Field Investigation Report. Area is provided for extensive narrative
- i. Field Incident Report is required to be generated by Investigator by 11:59pm of the same day as the inspection.
  - ii. Field Incident Report is forwarded to and must be approved by Supervision. Report can be transferred between Investigator/Supervisor as many times as necessary so narrative can be edited/proofread until report is acceptable. Ability for Supervisor to provide edits in narrative to Investigator exists.
  - iii. Field Incident Report can be generated for any Investigation regardless if violation/confiscation occurs.
  - iv. Follow up Field Incident Reports can be added to an Investigation at a future date to document an additional investigative work.

#### **D. Investigations In-Field Evidence Procedures**

- a. Findings are documented on the evidence bag label (s).
- b. The Investigator signs the evidence bag label (s).
- c. The Respondent counts the inventory to confirm count
- d. The contraband cigarettes are sealed in the evidence bag.
- e. The Respondent signs off on the evidence bag label (s).

#### **E. Investigations Post-Field Work Procedures**

- a. At the end of each shift
  - i. Investigators generate
    1. Field Incident Report (If applicable)
    2. Auxiliary Reports (If applicable)
    3. Process Evidence (If applicable)



#### 4. Missed Goals Report (If applicable)

##### **F. Investigations Post-Field Evidence Procedures**

- a. All contraband evidence is brought down to the Maywood office and is documented on an evidence log at the time it enters the Maywood office.
- b. Evidence is then transported from the Maywood office to the Department of Revenue's evidence room, maintained in Maywood or transferred to the CC Sheriff's Office.
- c. A transport of evidence section is filled out by the transporter, it is signed off on and then the evidence is logged into the evidence room when it reaches the Department of Revenue.
- d. Receipt log is matched to the evidence.
- e. Evidence is then placed in a temporary holding room based on the date.
- f. The evidence is transported from the temporary evidence room to the main evidence room to await Administrative Hearing process.
- g. On the date of the hearing the evidence is signed out by the evidence manager and then brought to the hearing room in preparation for an Administrative Hearing.

##### **G. Administrative Hearing Procedures**

- a. Administrative Hearing handles the hearing. They issue a finding of liable or not liable based upon a pre-trial agreement, or a hearing based on the evidence of the case.
- b. From that finding the Department of Revenue handles the settlement, hardship and/or payment agreement.
- c. If found liable in Administrative Hearing, the Administrative Law Judge (ALJ) issues an order and the Respondent is given 30-90 days to pay the fine.
- d. If found not liable, the Administrative Law Judge issues an order and the Respondent walks free of any liability or payment.
- e. Evidence is kept by DOR for 35 days after judgement is issued.
- f. All payments are receipted through the iNovah cashing system.

##### **Number of People Involved:**

- Manager of Investigations 1
- Supervisors 2
- Investigators 12
- Administrators 2

##### **Unique Identifier/Key:**

- IBT (Illinois Business Tax) number
  - o IBT number is the identification number assigned by the Illinois Department of Revenue and is required if you conduct business in Illinois or with Illinois customers.



### **Proposed Solution:**

The proposed solution is a web-based data entry point for the Department of Revenue's Investigators. This is intended to be a bridge solution between the current Tax Information System, the Administrative Hearing System, and the pending Cook County Countywide Citation Management System. Enhancements to the existing Tax Information System will streamline and automate some of the current investigation processes. The current Department of Revenue Business process will not change greatly. Key deliverables for this project are: data entry screens, creation of business intelligence reports on the fly, ability to search previous violators in the field, create data reports that are sent to Administrative Hearing, integration with the TIP reward database, ability to monitor citations thru the administrative hearing process, ability to monitor payment of existing citations and access to real time statistical data on all investigations as needed. Additionally, several process that are currently addressed by Investigations, but are monitored in stand-alone databases will be absorbed into the new system. These processes include; Evidence Collection Process, Tip Reward Program, Tip Program, and Owner/Officer Letter Program, Listed below you will find a detailed list of the deliverables for this project.

### **Requested Deliverables:**

**Note: Items/functions that currently exist in the system(s) are detailed in black font. Items functions that are new or enhancements are in red bold font.**

#### **A. Pre-Investigation Abilities**

- a. Ability for Investigator to generate a list of businesses inspected, in the past, based on Geographic Area (1-18) and Subsection (A-G). Ability to adjust date range should be included.
- b. Ability for above list to separate businesses that were identified as out of business during last inspection.
- c. Ability for investigator to generate a list of "Known offenders" or Previous Home Rule tax violators, based on Geographic area (1-18) and Subsection (A- G), Municipality, or Zip Code.
- d. Ability to sort by tax type

#### **B. Investigation Initiation – (Current Field Investigation Report)**

- a. Search Feature – Gives Investigator ability to determine if business was inspected based on:
  - i. IBT #
  - ii. Address
- b. Completion of Field Investigation Report
  - i. Demographic information can be self-populated based on above search(es)



- ii. Demographic information can be manually entered if business is not in database
- c. Demographic Information
  - i. Identifying number for inspection/incident “Incident Number”
  - ii. CCSPD CR Number
  - iii. Investigator(s) present (First Initial, Last Name, Badge #)
  - iv. Date/Time of conclusion of inspection/incident (based on Signature- See below)
  - v. Business Name
  - vi. Doing Business As (DBA)
  - vii. Address City State – Consider separating Address Number, Direction, Street Name, Suffix into separate inputs to increase search abilities) One format of entry (All capitals of capital 1<sup>st</sup> letter small case after)
  - viii. Area Number 1-18 (Add additional Area for work done outside of Cook County)
  - ix. Municipal License Number
  - x. IBT # (Masked as #####-####)
  - xi. CT # (Masked as CT-#####)
  - xii. Tax Type (Check Boxes
    - 1. Subsection (A-G)
    - 2. Cigarettes
    - 3. Other Tobacco Products
    - 4. Alcohol Beverage
    - 5. Gaming Machine
    - 6. Amusement
    - 7. Diesel
    - 8. Firearms
    - 9. General Business License (GBL)
    - 10. New Motor Vehicle
    - 11. Parking and Valet
    - 12. Liquor Ordinance
    - 13. Hotel
    - 14. Gasoline
    - 15. Use Tax
    - 16. Other
- d. Investigation Type
  - i. Area Canvas
  - ii. Surveillance
  - iii. Tip Line
  - iv. Citizen
  - v. Government Tip
  - vi. Other tip



- vii. Canine Use
- viii. Search Warrant
- ix. Assist Other Agency
  - 1. Agency
  - 2. Agency Case #
- e. Failed to (Check Box)
  - i. Register for Tax
  - ii. Remit Tax
  - iii. File Tax Return
  - iv. Obtain
  - v. Display
  - vi. General Business License
- f. Check Box Results in Citation(s) being generated
  - i. Self-Populated Information from Citation Data
    - 1. Citation Number(s)
    - 2. Violation Code(s)
    - 3. Penalties
    - 4. Subsequent Penalty
    - 5. Total Penalty
- g. Cigarette Tax Investigation Result
  - i. Yes/No - "Yes" Results in Citation(s) being generated
    - 1. Self-Populated Information from Citation Data
      - a. Citation Number(s)
      - b. Violation Code(s)
      - c. Penalties
      - d. Subsequent Penalty
      - e. Total Penalty
- h. Confiscation – (Number Input) – Consider data being used to automatically generate penalties
  - i. Unstamped Packs
  - ii. Single/Loose Cigarettes
  - iii. Counterfeit Cigarette Packs
  - iv. Counterfeit Packs
  - v. Reused Tax Stamps
  - vi. Improperly Stamped Packs
  - vii. Mutilated
  - viii. Expired Stamps
- i. Other
  - i. Hinder Inspection
  - ii. Concealment
  - iii. Sales to Unregistered Wholesaler
- j. Signatures – Captured Electronically using Stylus (Examine use of finger/DocuSign)





- i. Investigator – System captures, and self populates date/time
  - ii. Respondent
    - 1. Capture Signature
    - 2. Provide Drop-down Menu for Title
      - a. Owner
      - b. Clerk
      - c. Etc.
    - 3. Add option to populate as:
      - a. Refused Signature
      - b. Subject in Custody
  - k. Explore possibility to amend entered data that is deemed incorrect within a certain time period after the report is generated.
- C. Citation Initiation**
- a. Required ability for Investigator to search business to determine if “Subsequent Penalties” are applicable. Specifically, business was cited for and found liable for same violation within 24-month period. Possible ability to self-populate this on citations and Field Inspection Report.
  - b. Citations are created for Cook County and City of Chicago (when cigarette/tobacco violation occurs in the City of Chicago)
  - c. Electronic Citations
    - i. Demographic information generated from Field Investigation Report
      - 1. Incident Number
      - 2. CR Number
      - 3. Business Name
      - 4. DBA
      - 5. Address (No., Dir, Street, Suffix, (Apt/Ste), City, State, Zip
      - 6. Respondent Name
      - 7. Respondent Title
      - 8. Municipal License
      - 9. IBT#
      - 10. Cook ID
      - 11. Investigator Name (First initial, Last Name, Badge)
      - 12. Canine present
      - 13. Was canine responsible for citation? (Y/N)
    - ii. Information generated manually
      - 1. Violation Code (Drop Down Menu)
      - 2. Number of Packs
        - a. Unstamped
        - b. Improperly Stamped
        - c. Loose
        - d. Re-used
      - 3. Phone



4. ID/DLN
  5. DOB (Masked)
  6. Violation Date/Time
  7. Notice Date (If Different from Violation Date)
  8. Cook County Sheriff Officer/Badge
- iii. Information generated from Signature Process
    1. Investigator Signature
    2. Respondent Signature
    3. Date
    4. Time
  - iv. Information Populated from System
    1. Citation Account – (Generated based on selected violation)
    2. Allocation Code - (Generated based on Selected violation)
    3. Citation Number (Prefix Determined by Tax Type)
    4. Initial Appearance Hearing Date
    5. Printed Format must include numerous needs
  - d. Manual Citation – Ability to into above information for a paper citation
  - e. CITATION INFORMATION IS ELECTRONICALLY TRANSMITTED TO ADMINISTRATIVE HEARINGS SO DOCKET CAN BE CREATED – This was a feature that once existed but has not worked for several years. Currently, citations are printed by Investigations and supplied to Administrative Hearings for manual entry.

**D. Incident Report – (Narrative)-** Report is used to add narrative to any Inspection/Investigation regardless if citations were issued. This report is required if citations are issued. This report must be created before 11:59 pm of the date the Inspection/Investigations occurs. Report requires supervisory approval and allows for report to be transferred back and forth between the Investigator and Supervisor prior to final approval.

- a. Demographic information generated from Field Inspection Report
  - i. Date
  - ii. Time
  - iii. Incident Number
  - iv. CCSPD CD Number
  - v. Investigation Type
  - vi. Investigator (Name, Badge)
  - vii. Business Name
  - viii. DBA
  - ix. Address (No. Dir, Street, Suff., City, State, Zip)
  - x. Municipal License
  - xi. Tobacco License
  - xii. IBT#



- xiii. GBL
- xiv. Violation Codes (From Citation Entry)
- xv. Citation Numbers (From Citation Entry)
- b. Information Manually Entered
  - i. Type and Description of Incident (Check Boxes)
    - 1. Unstamped
    - 2. No Illinois Stamp
    - 3. Reused Stamp
    - 4. Loose Cigarettes
    - 5. Counterfeit Stamps/Cigarettes
    - 6. Altered/Mutilated Stamps
    - 7. Loose Undercover Buy
    - 8. Pack Undercover Buy
  - ii. Location of Confiscation
  - iii. Other Violations and Incidents: (Check Box)
    - 1. Bribery
    - 2. Hinderance
    - 3. Assault
    - 4. Concealment
    - 5. Battery
    - 6. Repeat Offender
    - 7. Hostile Respondent
    - 8. Criminal Violation
    - 9. Search Warrant
    - 10. Assist Other Agency
      - a. Agency Name (Optional)
      - b. Agency Case Number (Optional)
  - iv. Suspected Criminal Violation (Check Box)
    - 1. Guns
    - 2. Drugs
    - 3. Gambling
    - 4. Other
  - v. Where Found
  - vi. Narrative – Should allow for several paragraphs of space
- c. Subsequent incident reports can be generated under the same Incident Number so follow-up work for the Inspection/Investigation can be documented and properly stored electronically.

E. **Auxiliary Reports** - These reports are supplemental reports used to add content to any Inspection/Investigation. Report requires supervisory approval and allows for report to be transferred back and forth between the Investigator and Supervisor prior to final approval.



- a. Missed Goals Report – Purpose of report is to provide narrative of why the goal of six inspections was not met for the specific day. Report needs to be generated by 11:59 pm of that day. Report should require supervisory approval and editing.
- b. Missed Goals Report – Purpose of report is to provide narrative of why the goal of six inspections was not met for the specific day. Report needs to be generated by 11:59 pm of that day.
- c. Supplemental Report – Purpose of report is to document any additional work done after an inspection. Examples may include dropping of cigarettes stamps for testing or additional interviews.
  - i. Investigator should be able to enter unique case identifier, so this document is associated with proper investigation
  - ii. Report will require supervisor approval
  - iii. Required fields can match “Incident Report”
- d. Cash Buy Report – Documents use Official Advanced Funds used to conduct covert buys.
  - i. Incident Number – Ability to match this to a specific investigation should exist. Cash buys can be used to generate Inspections/citations immediately or saved to be used as probable cause for a future investigation/search warrant
  - ii. CCSPD CR Number
  - iii. Date/Time – Ability to note actual Date/Time – reports are not necessarily generated in real time.
  - iv. Investigator (First Initial, Last Name, Badge #)
  - v. Business name
  - vi. Business Address
  - vii. IBT# (May not be know when report is generated)
  - viii. Cash Purchase
    1. Cigarette Pack(s)
      - a. Brand
      - b. Number of packs purchased
      - c. Purchase Price
      - d. Status
        - i. Properly Stamped
        - ii. Altered Stamp
        - iii. Counterfeit Stamp
    2. Loose Cigarettes
      - a. Brand
      - b. Number purchased
      - c. Purchase Price
      - d. Status
        - i. Loose



- ii. Bagged
    - iii. Bundles
    - iv. Other
  - 3. Other Items
    - a. Description (Space for Brief Description)
    - b. Number purchased
    - c. Purchase Price
  - 4. Area for Narrative
  - 5. Report should be sent to Supervisor for approval
  - 6. Explore possibility to add Cash Buy reports to one case number
- e. Field Surveillance Report – Documents any activities that may not be documented as an inspection/investigation
  - i. Investigator (First Initial, Last Name Badge #)
  - ii. Surveillance Time and Date – Ability to document actual time and date. This report is not always generated in real time
  - iii. Business Name
  - iv. Business Address
  - v. IBT#
  - vi. Municipal License
  - vii. Business Type
    - 1. Retailer
    - 2. Wholesaler
    - 3. Other
  - viii. Tax Types (s)
    - 1. Cigarette
    - 2. Liquor
    - 3. Etc.
  - ix. Narrative
- f. Property Damage Report – Composed by Supervisor and used in investigate and report on any property damaged during an inspection
- g. Closed Business Report – Causes an address to be highlighted as “Out of Business” the last time an attempted inspection was made.
- h. Counterfeit Testing Report – This report is used to document in office testing procedures to test cigarette stamps for authenticity.
  - i. Incident Number
  - ii. CR Number
  - iii. Investigator Name/Badge
  - iv. Analysis Date
  - v. Analysis Time
  - vi. Business Name
  - vii. Business Address



- viii. Violation Code(s)
- ix. Applicable Citation Number(s)
- x. Number of Packs Confiscated
- xi. Tests
  - 1. IRIS Tangent Test
    - a. Number tested
    - b. Pass/Fail
  - 2. UV Light Indicator
    - a. Number Tested
    - b. Pass/Fail
  - 3. Chemical Indicator
    - a. Number Tested
    - b. Pass Fail
- xii. Narrative
- xiii. Investigator Signature
- xiv. Supervisor Approval

#### **F. Administrative Processes**

- a. Court Dockets
  - i. Various Calls
    - 1. Wednesday 9:30 am Call – This call occurs every Wednesday and is used primarily for 1st appearances from issued citations. This call is only for inspections when a cigarette or tobacco related citation is issued. This call may also be used for status continuances if it is agreed upon by the State’s Attorney, Respondent, and Hearing Officer. Investigators will be divided and assigned a Wednesday 9:30 am call every four weeks on a rotating schedule.
      - a. Required Needs
        - i. Ability to generate a 4-week rotating appearance schedule for investigators. This schedule should self-populate in system, so Investigators generate initial appearances with their proper hearing date.
        - ii. Information will be automatically forwarded to Administrative Hearings. A docket will be generated from this information.
        - iii. Ability to add Investigators to call (New Hires)
    - 2. Wednesday 1:30 pm Call – This call is used for all matters that are continued from a prior 9:30 am call. Continuances can be for status, hearing, etc. Wednesday 1:30 pm calls are dictated by the State’s Attorney and Administrative Law Judge.
      - a. Required Needs
        - i. Administrative Hearing System should interact so 1:30



call is transmitted back to Investigation System.

3. Thursday 9:30 am Call - The Thursday that falls in the third full week of each month is used for all citations issued for any home rule tax that does not include any cigarette/tobacco citations. Continuances from this call can be continued to the 9:30am or 1:30pm on a future Thursday call.
  - a. Required Needs
    - i. Ability to generate a once a month appearance schedule for investigators. This schedule should self-populate in system, so Investigators generate initial appearances with their proper hearing date.
    - ii. Information will be automatically forwarded to Administrative Hearings. A docket will be generated from this information.
    - iii. Ability to add Investigators to call (New Hires)
    - iv. Administrative Hearing System should interact so continuances to 9:30 and/or 1:30 call are transmitted back to Investigation System.
  - b. Owner/Officer Letters – Investigations generates letter(s) advising of pending initial appearance. Letters are sent via certified mail – System currently exist and is serviced by Bureau of Technology
    - i. Sent to:
      1. Respondent
      2. Responsible Officer/Partner per Secretary of State and Lexis/Nexis search
      3. Registered Agent (if applicable) per Secretary of State and Lexis/Nexis search
    - ii. Letter(s) should be
      1. Transmitted to Administrative Hearings to assist in documenting proper service.
      2. Transmitted to “Case File”
    - iii. Added Functions
      1. Document Certified Mail Service (Returned Green Card)
      2. Document Letter as not delivered/returned by USPS
      3. Ability to generate manual letter for instances when a manual ticket is issued and not entered into system electronically.
  - c. Tip Programs – Investigations currently services two types of tips, regarding tax violations, received from outside sources. System currently exists and is serviced by Bureau of Technology



- i. Tips requesting rewards – An established system exists which tracks incoming tips from individuals providing information regarding **cigarette/tobacco violations**. Tips are investigated and ones that result in (1.) citations (2.) findings of liable (3.) collection of assessment will result in a reward for the subject supplying the tip. This requires the subject to provide identifiers and SSN. CCDOR issues 1099's to individuals receiving rewards at the beginning of the following year.
  1. System Requirements
    - a. Maintain confidentiality of informant – Administrators are only ones that can view this.
    - b. Trace progress of tip
      - i. Receipt of tip
      - ii. Assignment of tip
      - iii. Result of Investigation
      - iv. If citation issued, result of Hearing
      - v. If found liable, monitor collection and payment activities
    - c. Note – Currently, payment of tips is eligible for perpetuity. Efforts are being made to place a time limit on this period after a liable finding (ex. Three yrs.). Ability to add this limit should be included.
  - ii. Non-reward tips – Tips are received and subjects supplying tips are not willing to leave personal information or the information provided is not related to cigarettes/tobacco.
    1. System Requirements
      - a. Trace progress of tip all the way thru collection.
      - b. Note – Efforts are being made to include all Home Rule Taxes in reward program. Ability to add these taxes to above system should be included.
    - iii. Note – Efforts are being made to create a mobile app to report tips. System should account for this possibility of the need for an interface
- d. Future Vision – Document Retrieval/Printing/Filing System – Current system based on print shop functions by searching for documents using search parameters. The system is cumbersome when putting together a case file. Move toward storing items in a “Case File” using unique identifier for case.
  - i. Items included in “Case File”
    1. Investigation Report
    2. Citations (If Applicable)
    3. Incident Report(s)
    4. Auxiliary Report(s)
    5. Evidence Inventory





6. Owner Officer Letter
  7. Attached Items (Scans, Photos, Manual Citations, etc.)
  8. Tip Report
  9. Payment Plan
  10. Final Decision Order
- e. Work Items – Items/Tasks that need to be monitored for progress (Highlight # days in current status)
- i. Tips
    1. Unassigned – (View for Supervisors and Admin)
    2. In Investigator Inventory (Supervisors, Admin and Investigators)
    3. Reward eligible tip progress thru Adm. Hearings and payment - (Management, Admin)
  - ii. Citations that have not had Incident Report generated
  - iii. Incident Reports not yet approved by Supervisor
    1. In Investigator inventory – needs to be submitted for approval
    2. In Supervisor inventory – needs to be approved or returned for corrections
    3. Consider adding time limit based on pending initial appearance
  - iv. Auxiliary Reports
    1. In Investigator inventory – needs to be submitted for approval
    2. In Supervisor inventory – needs to be approved or returned for corrections
    3. Consider adding time limit based on pending initial appearance
- f. Evidence Inventory Control System – Create system that tracks evidence through life cycle from collection to destruction/disposal. Consider use of bar coding/scanning system.
- i. Printable Evidence Labels
  - ii. Ability to attach corresponding photos/videos to evidence item
- g. Include ability to trace citations deemed liable thru County Wide Citation collection process
- h. Ability to add new tax types or ordinances as need arises
- i. Report Function - Ability to self-design reports based on changing needs. All reports should have ability to change date ranges. Most reports would be monthly
- i. Tip Program
    1. Number of unresolved tips at beginning of date range
    2. Number of tips received during date range



3. Number of tips resolved during date range
  4. Number of unresolved tips at end of date range
  5. Number of citations resulting from tips during date range
  6. Number of cigarettes confiscated resulting from tip during date range
- ii. Owner Officer Letters
    1. Number of Respondents for month.
    2. Number of letters generated
    3. Number of letters returned by USPS
  - iii. Canine Report
    1. Number of inspections canine was present for
    2. Number of cigarettes found by canine
    3. Dollar amount of citations that canine was responsible for
  - iv. Productivity Report
    1. Number of Physical inspections conducted in Cook County (not including Chicago addresses)
    2. Number of Inspections conducted in Chicago
    3. Number of Cash Buys
    4. Number of Field Surveillances conducted
    5. Number of Auxiliary Reports generated
    6. Number of tax types inspected
    7. Number of citations by tax type
    8. Total dollars assessed in Cook County (not including Chicago addresses)
    9. Total dollars assessed in Chicago
    10. Dollars assessed by tax type
    11. Number of packs confiscated
    12. Number of loose cigarettes confiscated
    13. Dollars collected
    14. Dollars collected by tax type
  - v. Investigator Productivity – For Supervisory View Only
    1. Ability to check for a defined time period and/or geographical area sorted by Investigator/Group of Investigators (Team)
      - a. Number of Investigation
      - b. Number of Citations issued by tax type
      - c. Dollar amount of Citations by tax type
      - d. Number of cigarette packs confiscated
      - e. Number of loose cigarettes confiscated
      - f. Number of Auxiliary Reports by type
      - g. Number of Missed Goals reports
      - h. Number of Search Warrants
      - i. Number of Special Operations



j. Number of daily tasks completed with time stamp

**EXHIBIT 11**  
**SYSTEM REQUIREMENTS MATRIX**

Cook County Requirement Analysis - Exceptions

<u>Req Status Values =</u> <u>Understood?/In Orig Proposal</u>	<u>DACRA TECH Status Description</u>	<u>Cook County Status Description</u>
A - Yes / Included and Available	Requirements understood, included in the original proposal, and available today.	A value of 5 states that the proposed solution can meet the functionality specified right out of the box and will be available as soon as the software is installed.
B - Yes / Included but To Be Built	Requirements understood, included in the original, proposal, available in future release.	A value of 5 states that the proposed solution can meet the functionality specified right out of the box and will be available as soon as the software is installed.
C - Yes / Included but To Be Built	Requirements understood, not in the original DACRA proposal, available in future release.	A value of 3 states that the proposed solution will meet the functionality specified under Column B, with an expected new release of out of the box functionality.
D - No / Custom Build Needed	Items not in original DACRA proposal and custom development will require further scope for firm cost, preliminary estimate provided.	A value of 1 states that the proposed solution can meet the functionality specified under Column B, with custom code or development.
E- Partial / API Included	Integration needs further scope to determine if custom dev is needed or if current API can accomplish preliminary estimate provided.	
N/A	<i>Identified as likely no longer needed during scoping process.</i>	

Cook County Requirement Analysis - Exceptions

A - Yes/Included and Available = Requirements understood, included in original proposal, and available today.	
B - Yes/Included but To Be Built = Requirements understood, included in original proposal, available in future release.	
Module	Feature Description
CMAS Requirements v1.2	See Tabs 1-6
	All But Exceptions Noted Below

C - Yes/Included but To Be Built = Requirements understood, not in original proposal, available in future release.		
Module	Feature Description	Requirement Reference #
User Portal	Email notifications	1.003,1.004,1.005,1.006, 2.046, 2.100,2.238
Search	In collections?, Tender Type, Payment Location	2.088,2.089, 2.090
Post Adjudication Appeal	Hold Tickets, Continue, Close	2.092,2.093,2.094
Citation Creation	DL Scan	2.096
Finance	Allocation Codes	2.136,2.212, 2.218
Letters	10+ citation notice	2.169
Collections	Bankruptcy	2.181
Reports	Citations processed, etc.	2.183-2.192
AH Sessions	Ability to continue to different dates	2.210
Citation Creation	Hwy Approval Process	2.229
Citation Creation	Hwy Citation Numbering	2.230
Citation Creation	Legal Complaints Citation	2.148
Integrations	Real-Time iNovah	2.017, 2.057,4.033
Integrations	Tax Intercept (if creation of files handled by CC)	2.060,2.073,4.024-4.028
Integrations	ITPS	2.155-2.164, 4.017
Integrations	SOS, DMV	4.009
Integrations	Sheriff's/Forest Preserve to AH Database	4.053, 4.059
Additional Sheriff's Department Requirements		
Sheriff	Scanning Driver's License	
Sheriff	Modify Sheriff's Ticket	
Sheriff	Probable Cause Narrative	
Sheriff	Cook County Clerk	

D - No/Custom Build Needed = Items not in original proposal and custom development requires further scope for firm cost, preliminary estimate provided						
Module	Feature Description	Requirement Reference #	Scope Complete?	Min Dev Hours	Max Dev Hours	
Automation of Hwy Processes	Form	1.008	N	20	50	
Automation of Hwy Processes	Owner Lookup	1.008, 1.037,2.236	N	50	150	
Alert Escalation	Deadline missed	1.013, 1.015	N	10	40	
Overall	Flexible Workflows	1.045	N	100	200	
Overall	Business Rules	1.046	N	0	50	
CCDOR rules and ordinances	Enhanced ALJ scheduler	1.049,2.24,4.029-4.032	N	0	50	
Hearings	New agencies, case types	2.004	N	50	150	
Hearings Portal	Additional On-line appeals rules	2.026	N	20	100	
		2.033,2.034,2.035,2.036	N	20	50	

Collections	Notice of Debt, Final Notice	2.064-2.066	N	20	50
Collections	Holds, NSF	2.067,2.068, 2.070	N	10	50
Collections	Liens	2.069	N	50	50
Taxes	Overall Process	2.076-2.080, 2.150,2.151,2.152,2.153,2.154	N	50	150
Collections	Multiple status/transactions	2.082, 2.137	N	20	50
Address Validation	Update vs. Third-Party	2.083, 2.171, 2.172,2.200	N	50	150
Taxes	Taxes	2.150-2.154	N	100	150
Historical Data	Access to all past data	2.170	N	0	200
Collections	Payment Plans	2.175-2.180,2.201	N	10	80
Notices	Resolution Notice	2.202	N	10	50
Collections	Bankruptcy	2.181	N	10	50
Reports	Exception Reports	2.194	N	10	50
Collections	Recall from Collections	2.195,2.196	N	20	50
Forest Preserve	Case#, >30 days, data migration	2.224,2.225,2.246,2.252,2.255,2.267	N	20	50
Public Health	Inspection Reports	2.271	N	50	100
Data Store	Reference Documents	2.274	N	10	50
Public Health	violation rules	2.284,2.285,2.294,2.295	N	20	50
Sheriff Citations	Bond selection process	2.100.15	N	50	100
Animal Control Integration	Portal, "Phase 2"	4.106	N	0	150
Citizen Portal	ADFS Integration for Citizens	5.018	N	40	80
Tax Intercept	Revenue	2.060,2.073,4.024-4.028	N	50	150
Outside Collection Agency	Open Balance and Payment integration	4.035.1	N	40	100

<b>E- Partial/API Included = Integration needs further scope to determine if custom dev is needed or if current API can accomplish preliminary estimate provided.</b>					
Integrations	Collection Agency	2.059,4.018-4.023	N	50	100
Integrations	LexisNexis	2.199	N	30	60
Integrations	Chase	2.200	N	30	60
Reporting	Need to review all	3.001-3.010	N	0	200
Integrations	ELS	4.035	N	0	100
Integrations	Vehicle Code Database	4.054	Y	0	0
Integrations	Catalyst GBL	4.056,4.096	Y	0	0
Integrations	BZ Workflow	4.064	N	50	100
Integrations	DES OnBase	4.067	N	50	100
Integrations	POS	4.072, 4.084,4.085	N	50	100

Estimated Hours: 3620  
Max Dev Cost: \$ 633,500

<b>N/A = Identified as no longer needed during scoping process.</b>					
Module	Feature Description	Requirement Reference #	Scope Complete?	Min Dev Hours	Max Dev Hours
Sheriff	Dynamic changes	2.097	N/A	0	0
Productivity Analysis	Reports?	1.042	Y	N/A	N/A
Integrations	EBS		Y	N/A	N/A
Integrations	IDOT	4.037	Y	N/A	N/A
Integrations	Evidence Inventory (for TIS)	4.041	Y	N/A	N/A
Integrations	States Attorney's	4.042,4.088-4.090	Y	N/A	N/A

<i>Integrations</i>	CAD		4.077	Y	N/A	N/A
<i>Integrations</i>	UCR		4.078	Y	N/A	N/A
<i>Integrations</i>	Cook County Assessor		4.094	Y	N/A	N/A
<i>Integrations</i>	Recorder of Deeds		4.095	Y	N/A	N/A





**COOK COUNTY GOVERNMENT**  
Office of the Chief Procurement Officer  
Countywide Citation Management and Adjudication System (COMAS) (Contract No. 2009-18547) - System Requirements Matrix

**Instructions**

- Respondents are required to provide input in all blue cells.
- Assign a number value to each row in all tabs.
- A value of 5 states that the proposed solution can meet the functionality specified under Column B, right out of the box and will be available as soon as the software is installed.
- A value of 4 states that the proposed solution can meet the functionality specified under Column B, with some configuration work, but does not require custom code or development.
- A value of 3 states that the proposed solution will meet the functionality specified under Column B, with an expected new release of out of the box functionality.
- A value of 2 states that the proposed solution can not meet the functionality specified under Column B, but an existing 3rd party, compatible, solution can meet the requirement. If the 3rd party solution is not an existing 3rd party, compatible, solution can meet the functionality specified under Column B, with custom code or development.
- A value of 1 states that the proposed solution can not meet the functionality specified under Column B, with custom code or development.

**COMAS** - Respondents are required to highlight the minimum core functionality required for the initial phase of the implementation. Respondent must state in the notes column, based on Proposer's Name

No.	Requirements	Vendor Comments	Cook County Comments	Req Status	Addl Vendor Comments
1.001	<b>General</b>				
1.002	System shall be able to perform all existing functionalities and operations stated under the Current State section of the RFP. System allows users to subscribe and unsubscribe to receive email notifications.	When kind of notifications? Is this for citizens?	Speaking for B&Z. This would be for respondents (citizens) to notify them of upcoming court dates, location (and with the current environment) a link/directions to log into an online/remote hearing or hearing by phone Highway: automated notifications to respondents (citizens) for all key steps of the AH court process. i.e. initial court date, next court date, final out come etc.	C	
1.003					
1.004	System allows users to select email notifications frequency.	Same question as above.	Highway: Same as above.	C	
1.005	System provides automatic notifications/alerts (e-mail and/or system warnings) according to business rules for at least, request for action, system errors, escalations, entry conflicts.	Same question as above.	This would be a notification the B&Z Highway: I am assuming this would be the internal automatic notifications Highway would receive. Missing documentation needed by AH from Highway, initial court date, next court date, final out come etc.	C	
1.006	System can send email notification, real time, to an individual or a group.	Need to understand when e-mails are triggered.	B&Z and respondent	C	
1.007	System has full system audit trail and views capability. E.g. authorized users are able to see who and when a record was modified and what the change were conducted).	Yes	Highway: See above answers for general notifications but details would be part of development B&Z	A	
1.008	System is/ can expand and automate other internal manual processes.	Yes, need to understand what those would be.	Highway: Want to automate our form, want to automate the owner of the property and contractor name, phone and address, look up, instead of manual email of citations to AH assume program will allow us to upload, etc.	D	
1.009	System will automate paper forms.	Yes		A	
1.010	System includes a "help" feature across all modules/screens to assist the user complete a task.	Some details available on screen		A	
1.011	System can automatically backup and archive based on predefined business rules.	The system is on a regular backup schedule		A	
1.012	System functions in off-line mode, and sends information once connectivity is re-established with the System.	It does not currently.		A	
1.013	System automatically escalates alerts.	What kind of alerts?	? - Not a B&Z request - would need more context	No	
			Highway: If a deadline is missed would want notification and notification sent out to respondent. Highway: Just interested in AH dates.	D	What kind of deadline?
1.014	System has built-in calendar and scheduling capabilities	Can enter in AH dates. Need to understand what other calendar/scheduling capabilities are needed.		A	
1.015	System has system alerting capabilities.	Need to understand what these are. We have log monitors that can fire off alerts.	? - Not a B&Z request - would need more context	D	
1.016	System has built-in controls to prevent the creation of duplicate records.	Can enter unique number at time of creation to avoid duplicates.		A	
1.017	System enforces entry of required fields.	Yes		A	
1.018	System enforces completion of required steps. (e.g., workflow dependent, if field not checked will not allow user to continue through checklist)	Generally, if fields are required, they are required for all. Would need to understand examples required here.	? - Not a B&Z request - would need more context	A	Authorized users can void tickets at any time.
1.019	System allows authorized user override of mandatory step completion.		Highway: would like program to allow authorized user to void or close out a citation at anytime throughout the process if an agreement is met with the respondent. This would override mandatory steps if they have not been completed at time of agreement.	A	
1.020	System allows users to lock or check-out a file/field to prevent editing.	Not sure how this relates? What documents need to be locked?	? - Not a B&Z request - would need more context Highway: I am assuming the program would have user roles assign to each user. Roles would range from full admin edit to read only.	A	Correct access is managed by roles.
1.021	System allows users to upload multiple file formats including audio files.	We can upload audio and video and image files and documents.		A	

1.022	System will send alert of documents requiring electronic signatures.	We are unsure what process/workflow this relates to?	7 - With respect to 8&Z, the only document field that I can think of that needs to be filled in is on the Notice of Ordinance Violation. The date the notice was mailed to the respondent needs to be filled in.  Highway: Our citation has the inspectors signature but if the new program generates the citation I could just eliminate the signature. I would just need guidance if that is ok. Otherwise if the program does not generate the form we would just upload our current form into the program to start the process.	A	Doesn't sound like we need to create special alerts for this, as we generate letters they can include electronic signatures as needed.
1.023	System will capture data history.	Yes		A	
1.024	System will provide access to historical records.	Yes		A	
1.025	System has administrative override capabilities for business rule and changes.	For which processes?	7- Not a 8&Z request - would need more context	A	
1.026	System automatically populates record base information to all related information such as screens, forms, labels, etc. E.g. -staff should not have to re-enter information already captured in the system.	Yes	Highway: See comment on 1.019	A	
1.027	System captures electronic signatures.	Yes, we can take in electronic signature files for ticket writers. We do not take violator signatures.		A	
1.028	System captures other forms of notation (e.g. drawings, pictures).	Yes		A	
1.029	System shall capture digital images.	Yes		A	
1.030	System shall have the ability to scan documents.	We can store PDF, JPG or other scanned documents		A	
1.031	System shall globally update modified fields (i.e., correction to spelling of name).	No for personal information, yes on global values		A	
1.032	System shall allow real-time sync between integrated applications where necessary.	Yes		A	
1.033	System shall have drop down and lookup tables	Yes		A	
1.034	System shall have auto correct	The browser will spell check		A	
1.035	System shall clearly identified input fields	Yes		A	
1.036	System shall spell check.	The browser will spell check		A	
1.037	System shall check for incorrect address/returned mail	Not currently.	Highway: It is a long process to get owner and contractor name, phone and address for citations where there is no permit filed to the violation. We have to search Cook County Assessor's Office, Cook County Treasurer's Office, and other agencies. Highway is very interested in a tool that will assist us in finding the information.	D	The response from highway indicates this is more about correctly identifying the owner information. In order to get owner information we would need to file automatically into the same resources mentioned.
1.038	System shall secure data.	Yes		A	
1.039	System shall track changes.	Yes		A	
1.040	System shall validate changes before they are saved, with a flag - are you sure you want to make this change?	Depends on particular page and activity.		A	
1.041	System shall have ability to identify certain fields as required to ensure proper and complete collection of information prior to submission	Yes		A	
1.042	System shall be able to perform productivity analysis	Need to understand what this is?	7- Not a 8&Z request - would need more context	E	
1.043	The system should be able to capture and store files associated with an account	Yes	Highway: no comment	A	
1.044	The system should be able to allow various level of access	Yes		A	
1.045	The system should be able to be flexible with regards to the workflow citation process	Need to define the flexibility	Highway: No comment	D	
1.046	The system should be able to have business intelligence functionality - identify duplicates, run business rule reports.	Can we define what this is?	7- Not a 8&Z request - would need more context	D	
1.047	The system should be able to have administrative restricted functionality	Yes	Highway: no comment	A	
1.048	Ability to scan case reports or any evidence and attach electronic copies to each case/citation; evidence could be in the following format: .jpeg, .pdf, .doc, or any video/audio formats	Yes		A	
1.049	System should function according to all CCDOR business rules and applicable ordinances.	Need to know what these are	7- Not a 8&Z request - would need more context Highway: no comment - CCDOR rule and ordinance can be provided to vendor	D	Our hope is there is little that impacts how the software would need to work, but that's just an assumption.
1.050	Final Decision is not made as of writing of this document regarding investigations system and BOT decision to keep/update/upgrade TIS. Information in this document regarding that portion and its requirements are limited.		7- Not a 8&Z request - would need more context Highway: no comment Admin Hearings: This is not a TIS system project it is a citation management system project. The current need should simply be integration with DOR TIS system to automatically migrate DOR citations electronically into DACRA to initiate the Admin Hearing process all the way thru to collections.		

LEGEND

Yellow Highlight = Requirement is still applicable as of April 2020

~~Strike thru~~ = requirement no longer needed as of April 2020

No highlight and no strike thru = requirement yet to be updated



**COOK COUNTY GOVERNMENT**  
**Office of the Chief Procurement Officer**  
**Countywide Citation Management and Adjudication System (CCMAS) (Contract No. 2003-105471) -**  
**System Requirements Matrix**

- Instructions**
- Respondents are required to provide input in all blue cells.
  - Assign a number value to each row in all tabs.
  - A value of 5 states that the proposed solution can meet the functionality specified under Column B, right out of the box.
  - A value of 4 states that the proposed solution can meet the functionality specified under Column B, with some modifications.
  - A value of 3 states that the proposed solution will meet the functionality specified under Column B, with an expected effort.
  - A value of 2 states that the proposed solution can not meet the functionality specified under Column B, but an effort is expected.
  - A value of 1 states that the proposed solution can meet the functionality specified under Column B, with custom code.
- Note that the stated CCMAS Priorities column highlights the minimum core functionality required for the initial implementation.**

No.	Requirements	Vendor Comments	Cook County Comments	Req Status	Addl Vendor Comments
	Company Dacra Tech LLC Name				
2.001	Department of Administrative Hearings				
2.002	o Administrative Law Judges (ALJ)			B	
2.003	o Ability to assign cases to ALJ's in multiple hearing rooms, locations and times	Known requirement DACRA needs to build		D	Once schedules are entered, what is done with them? Who needs to be able to access and what kind of report is needed?
2.004	Ability for ALJ's to upload their monthly availability to a monthly calendar within system	We do not currently have this functionality. DACRA would need to build.			
2.005	o Assignment of ALJ to court cases based on judge's availability, court case volume, judge's qualifications, and case type				
2.006	o Management of judge's contracts/cost of ALJ				
2.007	o Respondents			B	
2.008	o Respondents should have the ability to look up status of citations online and pay fines online through public portal on AH website	Known requirement DACRA needs to build.			
2.009	o Automation of respondent signing in at court				
2.010	o Case Management			A	
2.011	o All case related information to be viewed and managed by case number, department, or docket date including hearing decisions	Yes		A	
2.012	o Ability to perform different actions in a single screen by case ie. Continuance dates, address change, etc.	Known requirement DACRA needs to build		B	
2.013	o Ability to digitally audio record each hearing and attach to audio file each case by case number	Known requirement DACRA needs to build		B	
2.014	o Evidence Management			A	
2.015	o Ability to have digital signatures for E-ticketing citations and FDO's (physical citation is not required) (i.e. PDF format)	Officer can do, violator can not		A	
2.016	o Ability to scan evidence (documents, photographs etc) and attach to each individual digital case file (i.e. PDF format).	Yes		A	
2.017	Ability to receive real time payment information from innoval and online payments	Can we get innoval integration documentation?		E	
2.018	Ability attach info for cases on Appeal to Circuit court to the case files in citation management system	Yes		A	
2.019	o Ability to scan bar codes or optical character recognition (for citations)				
2.020	o Case Scheduling				
2.021	o Ability to automatically transfer citation data from other county departments data systems (two way interface)	Known requirement DACRA needs to build		B	
2.022	o Ability to identify and prevent duplicate tickets from being entered into database or duplicate hearings scheduled	Can prevent duplicate tickets, not necessarily duplicate hearings		A	
2.023	o Automatically assign next available hearing date based on court key	Yes		A	
2.024	o All functionalities to be web based	Yes		A	
2.025	o Client agencies	Yes		A	
2.026	o Ability to add new agencies and types of cases	Yes for agencies; what other types of cases and/or ticket categories need to be considered?		D	
2.027	o Ability to record/schedule multiple event dates and hearing date	Known requirement DACRA needs to build		B	
2.028	o Evidence management (i.e. upload photos and multipage documents - two way interface)	Known requirement DACRA needs to build		B	
2.029	o Online Appeal			B	

2.030	<ul style="list-style-type: none"> <li>Online appeals system shall be accessible to a user from either the AH website at <a href="http://www.coocountyilohah.org">http://www.coocountyilohah.org</a> or another internet based website hosted by the County with real time updates</li> </ul>	Known requirement DACRA needs to build	B
2.031	<ul style="list-style-type: none"> <li>Ability to search for respondent's citation through a variety of factors such as their name, license plate number, the ticker number, or any combination of those factors</li> </ul>	Known requirement DACRA needs to build	B
2.032	<ul style="list-style-type: none"> <li>Ability to display search result in a list of matching tickets and their balances</li> </ul>	Known requirement DACRA needs to build	B
2.033	<ul style="list-style-type: none"> <li>Ability to display ticket to show verification if that violation can be appealed online</li> </ul>	What are the rules for appealing online?	D
2.034	<ul style="list-style-type: none"> <li>Ability to check to ensure that the appropriate time frames have been met</li> </ul>	What is this in regards to?	D
2.035	<ul style="list-style-type: none"> <li>Ability to check to ensure that the dollar amounts are within appropriate ranges</li> </ul>	Not quite sure what this means?	D
2.036	<ul style="list-style-type: none"> <li>Ability to check to ensure that other hearing options are not pending</li> </ul>	Another one we need to understand a bit better?	D
2.037	<ul style="list-style-type: none"> <li>Ability to require data to be entered: name, address and other personal information that is relevant to the ordinance violation (license plate number, vehicle ownership, etc.)</li> </ul>	Known requirement DACRA needs to build	B
2.038	<ul style="list-style-type: none"> <li>Ability to submit written statement or version of the facts, as well as any additional information that the user feels is relevant to their particular case</li> </ul>	Known requirement DACRA needs to build	B
2.039	<ul style="list-style-type: none"> <li>Ability to require the user to acknowledge that they have completed their case by checkbox or digital signature</li> </ul>	Known requirement DACRA needs to build	B
2.040	<ul style="list-style-type: none"> <li>Ability for AU to view the data and files uploaded</li> </ul>	Known requirement DACRA needs to build	B
2.041	<ul style="list-style-type: none"> <li>Ability to send a response to the person contesting the violation by email, including a short statement indicating the judge's finding as well as a document in the Adobe Reader (.pdf) format of the final order</li> </ul>	Known requirement DACRA needs to build	B
2.042	<b>Department of Revenue (Collection)</b>		
2.043	<ul style="list-style-type: none"> <li>Case review</li> </ul>		
2.044	<ul style="list-style-type: none"> <li>Ability to access Administrative Hearing System</li> </ul>		A
2.045	<ul style="list-style-type: none"> <li>Ability to Read/View Findings, Decisions, and Orders FDO</li> </ul>		A
2.046	<ul style="list-style-type: none"> <li>Ability to Print FDO's</li> </ul>		A
2.047	<ul style="list-style-type: none"> <li>Notification for cases continued</li> </ul>	Notification by what method?	A - Letter, C - email
2.048	<ul style="list-style-type: none"> <li>Online access for customers to access violation by citation # and view status</li> </ul>		B
2.049	<ul style="list-style-type: none"> <li>Court date</li> </ul>	Known requirement DACRA needs to build	B
2.050	<ul style="list-style-type: none"> <li>Court missed</li> </ul>	Known requirement DACRA needs to build	B
2.051	<ul style="list-style-type: none"> <li>FDO</li> </ul>	Known requirement DACRA needs to build	B
2.052	<ul style="list-style-type: none"> <li>Payment status</li> </ul>	Known requirement DACRA needs to build	B
2.053	<ul style="list-style-type: none"> <li>Amount due</li> </ul>	Known requirement DACRA needs to build	B
2.054	<ul style="list-style-type: none"> <li>Ability for customers to make payment online</li> </ul>	Yes	A
2.055	<ul style="list-style-type: none"> <li>Ability to track payments by payment type-check or money order, etc...</li> </ul>	Yes	A
2.056	<ul style="list-style-type: none"> <li>Real-time Account Status</li> </ul>		E
2.057	<ul style="list-style-type: none"> <li>Real time updates from iNovah – updating every 2 minutes or less</li> </ul>	Need specifics from iNovah at some point.	E
2.058	<ul style="list-style-type: none"> <li>Automatic updates from:</li> </ul>		E
2.059	<ul style="list-style-type: none"> <li>Collection Agency</li> </ul>	Need integration specific documentation, please.	E
2.060	<ul style="list-style-type: none"> <li>Tax Intercept</li> </ul>	Need integration specific documentation, please.	E
2.061	<ul style="list-style-type: none"> <li>Automatic updates to:</li> </ul>		
2.062	<ul style="list-style-type: none"> <li>§ 4-110-100</li> </ul>		
2.063	<ul style="list-style-type: none"> <li>§ 4-110-100</li> </ul>		
2.064	<ul style="list-style-type: none"> <li>Ability to generate Notice of Debt and Final Notice (not including SP's)</li> </ul>		D
2.065	<ul style="list-style-type: none"> <li>Issue FDO, Notice of Debt, then Final Notice of Debt</li> </ul>		D
2.066	<ul style="list-style-type: none"> <li>If no response send to Collection Agency and mark eligible for Tax Intercept</li> </ul>	Can we see examples of Notice of Debt and Final Notice of Debt?	D
2.067	<ul style="list-style-type: none"> <li>Ability to place holds on business accounts</li> </ul>	information can be provided	D
2.068	<ul style="list-style-type: none"> <li>Place and remove holds on businesses</li> </ul>	CCDOR - Needs to be supplied by Collections Section. Investigations does not have access to this.	D
2.069	<ul style="list-style-type: none"> <li>Place and remove Lien after Circuit Court ruling</li> </ul>	What does the system need to do in these cases?	D
2.070	<ul style="list-style-type: none"> <li>Ability to print notice for NSF</li> </ul>	What does the system need to do in these cases?	D
2.071	<ul style="list-style-type: none"> <li>To interface with iNovah and display new balance to include NSF charge</li> </ul>	Currently done through correspondence feature.	A
2.072	<ul style="list-style-type: none"> <li>Issue FDO, Notice of Debt, then Final Notice of Debt</li> </ul>		A
2.073	<ul style="list-style-type: none"> <li>If no response send to Collection Agency and mark eligible for Tax Intercept</li> </ul>	Can we go over ND and FND workflows?	E
2.074	<ul style="list-style-type: none"> <li>Ability to flag Refunds</li> </ul>	Yes	A
2.075	<ul style="list-style-type: none"> <li>Indicating a refund has been either approved or denied</li> </ul>	Yes	A
2.076	<ul style="list-style-type: none"> <li>Wheel Tax after no response to applications sent</li> </ul>	Need to discuss entire Wheel Tax process, please?	D
2.077	<ul style="list-style-type: none"> <li>Issue 2 warnings via U.S. Mail</li> </ul>	information can be provided	D
2.078	<ul style="list-style-type: none"> <li>If no response...</li> </ul>		D
2.079	<ul style="list-style-type: none"> <li>Issue FDO, Notice of Debt, then Final Notice of Debt</li> </ul>		D
2.080	<ul style="list-style-type: none"> <li>If no response send to Collection Agency and mark eligible for Tax Intercept</li> </ul>		D
2.081	<ul style="list-style-type: none"> <li>The system should be able to allow DOR collection on all FDO's liable or with a fine to further collection.</li> </ul>	Yes	A

		Can we discuss these? Most (maybe all) are fine, but we have questions on a few.	Yes	D	Is there already a third party vendor used by Cook County?
2.082	The system should be able to allow for settlements, payment plans, hardships, waivers, OCA, tax intercept, write offs, bankruptcy, refunds, etc according to CCDOR Business Rules and CC Ordinance.				
2.083	The system should be able to interface and communication with a third party vendor to update and correct any address integrity (avoid return mail and increase revenue collection)	DACRA would need to build.		D	
2.084	The system should be able to provide an audit functionality of any account changes and collection effort history.	Yes		A	
2.085	The system should be able to recall files/accounts from any collection activity.	Yes		A	
2.086	The system should be able to flag citations where the chain of custody of evidence is with the Administrative Hearing Agency	Physical Evidence Inventory flag?	CCDOR - Yes	A	
2.087	Real-time Account Status	Yes		A	
2.088	Ability to search by violator to determine if they are in collections (lookup)	DACRA would need to add new search parameters to search by "is in collections"		C	
2.089	Ability to lookup tender type	DACRA would need to add new search parameters to search by payment type		C	
2.090	Ability to lookup where payment was made	DACRA would need to add this functionality.		C	
2.091	<b>Department of Revenue (Post Adjudication - Appeal)</b>	Users can put ticket on hold. Otherwise, DACRA will need to build automation.		C	
2.092	The system should be able to flag the account "status quo" and not move to the Post Adjudication Collection Process	Users can add history records to note these events.		C	
2.093	The system should be able to identify that the account has been appealed, date of appeal, decision of the appeal by the Clerk of the Circuit Court.	DACRA will need to build this		C	
2.094	If the appeal is upheld, the system should be able to either continue or close the account from further collection.	Users can manually update this. DACRA will need to build additional functionality if needed.		C	
2.095	<b>Office of the Sheriff</b>			C	
2.096	o The ability to scan driver's licenses and state identification cards for pre-filling fields with values (State of Illinois focus, other states optional)	DACRA will need to build this.		C	
2.097	o The ability for the Sheriff to administer data tables and variable administrative fields within the application (e.g., add and edit ordinances, manage end users, and collect several additional fields of data to be defined dynamically at run-time)	Administrative users can edit users, violations and other data points. Need to understand requirement for "dynamically defined at run-time"? Answer: there is not a requirement to define categories and data on the fly. Users just need to be able to select parameters and generate reports		D	
2.098	o Ability to print parking tickets (which are Cook County administrative tickets)	Yes		A	
2.099	o Ability to capture finger prints for identification purpose	If fingerprints are stored in an electronic file or can be scanned in, they can be attached to a ticket. This requirement is no longer needed.		A	
2.100	o Automatic notification (ie. Email) to third parties about release of vehicle after payment is made	DACRA will need to build this.		C	
2.100.1	Ability to access Sheriff's data for data center, RMS, Law Enforcement Records (CPS), Cook County Sheriff Analytics or other purposes	This will be made available via APIs (or database replication if necessary). The core data provided will be the citation information.		C	
2.100.2	Integration with Motorola P1 CAD for LEADS data	This can be provided by DACRA. Cook County will need to ensure they are provisioned with the appropriate API from Motorola		C	
2.100.3	IDOT and PSTOP forms, to include probable cause			C	
2.100.4	Active Directory Integration and Authentication			C	
2.100.5	Creation of Cook County Circuit Court Y Citations	DACRA can integrate using Azure OpenID		A	
2.100.6	Creation of Cook County Circuit Court L1 Citations			C	
2.100.7	Cook County Clerk Interface / Transmittal sheet	DACRA provides Cook County transmittal sheet and can provide electronic transfer via IUCS		C	
2.100.8	Creation of Cook County AH / Revenue LC Citation			A	
2.100.9	Creation of Cook County AH / Revenue SP Citation			A	
2.100.10	Creation of Warning Citations			A	
2.100.11	Creation of State of Illinois/AOIC UTC Citations			A	
2.100.12	Creation of State of Illinois / AOIC Overweight Citations			C	
2.100.13	Creation of State of Illinois / AOIC Civil Law Citations			C	
2.100.14	Creation of State of Illinois / AOIC Conservation Citations			C	
2.100.15	Modify Bond Selection Process			D	
2.101	<b>Department of Revenue (Tobacco)</b>	Will have more questions in general on this one.		Handled Separately	
2.102	o Case review - need ability to review cases by citation/case # also/ business name, business address, date of inspection and dispatch ticket).	Can we see existing system?	yes	Handled Separately	
2.103	o Evidence Management - will be handled by Evidence Inventory Program (The Beast)			Handled Separately	
2.104	o Business intelligence reporting			Handled Separately	
2.105	o Matrix query lookups	What are these?		Handled Separately	
2.106	o Ability to flag prior offenses			Handled Separately	
2.107	o Impory/export data across multiple platforms.	What are the different platforms?		Handled Separately	

2.108	<ul style="list-style-type: none"> <li>-Ability to access offenses from other departments (example: Sheriff, Forest Preserve, etc.)</li> </ul>	Need to define permissions, but can set up.	Handled Separately
2.109	<ul style="list-style-type: none"> <li>Business Rules</li> </ul>		Handled Separately
2.110	<ul style="list-style-type: none"> <li>Second time offender fines are invoked</li> </ul>		Handled Separately
2.111	<ul style="list-style-type: none"> <li>Ability to apply business rules from TIS</li> </ul>	meeting can be set up to discuss this	Handled Separately
2.112	<ul style="list-style-type: none"> <li>Real-time Account Status</li> </ul>		Handled Separately
2.113	<ul style="list-style-type: none"> <li>Ability to look up business's with IBT numbers and registered with the county</li> </ul>		Handled Separately
2.114	<ul style="list-style-type: none"> <li>Tip reward status report</li> </ul>		Handled Separately
2.115	<ul style="list-style-type: none"> <li>Appeal options</li> </ul>		Handled Separately
2.116	<ul style="list-style-type: none"> <li>Ability to see (read only) appeal status</li> </ul>		Handled Separately
2.117	<ul style="list-style-type: none"> <li>Payment options</li> </ul>		Handled Separately
2.118	<ul style="list-style-type: none"> <li>Ability to view payment status</li> </ul>		Handled Separately
2.119	<ul style="list-style-type: none"> <li>Notifications</li> </ul>		Handled Separately
2.120	<ul style="list-style-type: none"> <li>Information is printed on citation</li> </ul>		Handled Separately
2.121	<ul style="list-style-type: none"> <li>Able to track citation process from payment to collection process, hearing and beyond</li> </ul>		Handled Separately
2.122	<ul style="list-style-type: none"> <li>Have extra space in system for additional ordinances, amendments, etc</li> </ul>		Handled Separately
2.123	<ul style="list-style-type: none"> <li>Ability to have multiple reports, customizable reports, queries, etc</li> </ul>		Handled Separately
2.124	<ul style="list-style-type: none"> <li><b>Department of Revenue (Sheriff's SP/LC/Metra/BNSF/Amtrak/SP and LC Hospital Citations/Tickets)</b></li> </ul>		
2.125	<ul style="list-style-type: none"> <li>Case review</li> </ul>		
2.126	<ul style="list-style-type: none"> <li>Ability to review cases for SP and LC tickets</li> </ul>		A
2.127	<ul style="list-style-type: none"> <li>Ability to view and read cases</li> </ul>		A
2.128	<ul style="list-style-type: none"> <li>Ability to see status of case</li> </ul>		A
2.129	<ul style="list-style-type: none"> <li>Ability to view tickets and/or FDOs</li> </ul>		A
2.130	<ul style="list-style-type: none"> <li>Ability to print tickets and/or FDOs</li> </ul>		A
2.131	<ul style="list-style-type: none"> <li>Real-time Account Status</li> </ul>		A
2.132	<ul style="list-style-type: none"> <li>Payment options – updated in real time</li> </ul>		A
2.133	<ul style="list-style-type: none"> <li>Ability to view violation information in real time</li> </ul>		A
2.134	<ul style="list-style-type: none"> <li>Ability to validate information for LC and SP tickets</li> </ul>		A
2.135	<ul style="list-style-type: none"> <li><del>Ability to identify fields and file layout for submitting data to bank</del></li> </ul>		
2.136	<ul style="list-style-type: none"> <li>Ability to identify fields and file layout for payments by allocation code</li> </ul>	Currently our payment system, Inovah, uses allocation codes for any payment coming to the system.	B
2.137	<ul style="list-style-type: none"> <li>Ability to utilize settlements, payment plans, hardships, waivers, OCA, tax intercept, write offs, bankruptcy, refunds, etc according to CCDOR business rules and CC Ordinance.</li> </ul>	Likely everything is handled here, but should discuss to make sure.	D
2.138	<ul style="list-style-type: none"> <li><b>Department of Revenue (Sheriff's GBL Ticket)</b></li> </ul>		
2.139	<ul style="list-style-type: none"> <li>Case review</li> </ul>		A
2.140	<ul style="list-style-type: none"> <li>Ability to view Administrative Hearing findings</li> </ul>	This will be in citation history	A
2.141	<ul style="list-style-type: none"> <li>Ability to track appeal status</li> </ul>		A
2.142	<ul style="list-style-type: none"> <li>Ability to view status of ticket</li> </ul>		A
2.143	<ul style="list-style-type: none"> <li>Ability to view cases</li> </ul>		A
2.144	<ul style="list-style-type: none"> <li>Ability to view ticket or FDO</li> </ul>		A
2.145	<ul style="list-style-type: none"> <li>Ability to print ticket or FDO</li> </ul>		A
2.146	<ul style="list-style-type: none"> <li>Real-time Account Status</li> </ul>		A
2.147	<ul style="list-style-type: none"> <li>Payments updated in real time</li> </ul>		A
2.148	<ul style="list-style-type: none"> <li>Ability to Save as LC or Notice of Hearing</li> </ul>	legal complaints citations	D
2.149	<ul style="list-style-type: none"> <li>Ability to utilize settlements, payment plans, hardships, waivers, OCA, tax intercept, write offs, bankruptcy, refunds, etc according to CCDOR business rules and CC Ordinance.</li> </ul>	Likely everything is handled here, but should discuss to make sure.	D
2.150	<ul style="list-style-type: none"> <li><b>Department of Revenue (Taxes)</b></li> </ul>	Can we discuss more detailed reqs for Taxes?	D
2.151	<ul style="list-style-type: none"> <li>The system solution must be able to process Home Rule Tax and handle deficiency and delinquency</li> </ul>	yes, meeting can be set up	D
2.152	<ul style="list-style-type: none"> <li>The system solution must be able to process Individual Use Tax</li> </ul>		D
2.153	<ul style="list-style-type: none"> <li>The system solution must be able to process Wheel Tax non-compliance</li> </ul>		D
2.154	<ul style="list-style-type: none"> <li>The system solution must integrate with ITPS</li> </ul>		E
2.155	<ul style="list-style-type: none"> <li><b>Department of Revenue (TPS Integration)</b></li> </ul>	Can we get more information on what data is exchanged and how?	E
2.156	<ul style="list-style-type: none"> <li>Case review IUT</li> </ul>		D
2.157	<ul style="list-style-type: none"> <li>Two way interface is needed between RPE and Citation Management System (Scheduling Interface)</li> </ul>		D
2.158	<ul style="list-style-type: none"> <li>One way interface is needed between RPE and Citation Management System (Judgment Interface)</li> </ul>		D
2.159	<ul style="list-style-type: none"> <li>Case review Wheel</li> </ul>		D
2.160	<ul style="list-style-type: none"> <li>Two way interface is needed between RPE and Citation Management System (Scheduling Interface)</li> </ul>		D
2.161	<ul style="list-style-type: none"> <li>One way interface is needed between RPE and Citation Management System (Judgment Interface)</li> </ul>		D
2.162	<ul style="list-style-type: none"> <li>Case review HRT</li> </ul>		D
2.163	<ul style="list-style-type: none"> <li>Two way interface is needed between RPE and Citation Management System (Scheduling Interface)</li> </ul>		D
2.164	<ul style="list-style-type: none"> <li>One way interface is needed between RPE and Citation Management System (Judgment Interface)</li> </ul>		D

2.165	<b>DOR E-Ticketing</b>								
2.166	Ability to use E-Ticketing Features/Integration				ability for us to use e ticketing with this new system			A	
2.167	Department of Revenue (BP, LC, Metra, BNSF, Amtrak, SP/LC Hospital)								
2.168	<b>General</b>								
2.169	Send notification when a Respondent has 10+ citations that are 60 days past due				Some type of Report to user/manager to notify them of this liability			C	
	Provide access to information in our system from inception				Yes			D	Further detail: Any citation that has reached resolution in the past 3 years will need to be available in the new system per AH requirements. Other agencies may require citations going farther back. Ideally, any unresolved citations will need to be managed for some overlap period in the prior system, until they have been fully adjudicated.
2.170									
2.171	Correct misspelled and/or incomplete address information			Is this a tie in with an address database to validate addresses?	validate addresses with Cook County GIS/other			D	
2.172	Flag citation when notices are returned due to incorrect address information			DACRA would need to build this				D	
2.173	Flag and send notification if the citation number is a duplicate or will the E-Ticket system prevent duplicate citation numbers			We prevent duplication citations.				A	
2.174	Provide the ability to scan and file documents that are provided by the Respondent			Yes				A	
2.175	Provide the ability to create a payment plan for outstanding citations			DACRA can note as on a payment plan, but doesn't set up plan parameters				D	
2.176	Provide the ability to create a payment plan acknowledgement letter and the payment plan coupons			DACRA would need to build this				D	
2.177	Flag the citation when there is an existing payment plan			Yes				A	
2.178	Provide the ability to create a reminder notice when the Respondent has not submitted a payment based on the payment plan agreement			DACRA would need to build this				D	
2.179	Send notification and flag the citation when the Respondent's payment has been returned due to insufficient funds			DACRA would need to build this				D	
2.180	Resume collection activity by sending the respective notices to the Respondent. For example, we send the 2nd notice, the Respondent sent the payment, but it is returned (NSF), resume collection activity by sending the next notice (FDO)			DACRA would need to build this				D	
2.181	Send notification and flag the citation when the Respondent has filed bankruptcy			DACRA would need to build this				C	
2.182	Provide the ability to create the following performance reports			DACRA will need to build				C	
2.183	The number of citations processed, per agency, per officer, per court location			DACRA will need to build				C	
2.184	The number of Contests by Mail requests processed			Yes				C	
2.185	The number of In Person Hearing requests processed			Is this per collection agency or department?	this is a report which shows collection per department, BNSF, Sheriff, etc			C	
2.186	The total dollars collected per agency			DACRA will need to build				C	
2.187	The percentage of issued citations that were paid			DACRA will need to build				C	
2.188	The total dollar amount collected per Vehicle Code description			DACRA will need to build				C	
2.189	The total dollar amount of citations outstanding (balance due), per agency, per officer, per location			DACRA will need to build				C	
2.190	Provide the ability to create control reports that display the following information			DACRA will need to build				C	
2.191	The number of citations issued per agency, per officer, per court location			DACRA will need to build				C	
2.192	The type of citation issued per agency, per officer, per court location			DACRA will need to build				C	
2.193	The dollar amount of citations issued per agency, per officer, per location			What kind of exceptions?	Exception for incorrect payment amount			A - on payment import	
2.194	Provide the ability to create exception reports			We need to send an electronic notification to the agency?	Yes			D	
2.195	The ability to close and recall a citation from the collection agency/tax intercept after the citation is paid			Is there a defined specification for how we inform the agency?				D	
2.196	The ability to flag and send notification after a citation has been recalled from the collection agency/tax intercept			Yes				A	
2.197	The ability for Respondents to access their parking citations using their plate number			The scanned check can be saved with the citation				A	
2.198	The ability to view the check or money order (front and back) used to pay the citation			Can we get LexisNexis specs?				E	
2.199	The ability to view the customer information used to make a payment with LexisNexis			?	yes			D	
2.200	Update and send notification if the Respondent changes his/her address			?	Traffic Adm - Yes			D	
2.201	Ability to send a resolution notice when the payment plan is satisfied			?	Traffic Adm - Yes			D	
2.202	Ability to send a resolution notice when the Respondent's inquiry is resolved			?	Traffic Adm - Yes			D	
2.203	<b>DOR General</b>								
2.204	System should function according to all CCDOOR business rules and applicable ordinances.							D	
2.205	<b>Investigations system TIS &amp; TIPS requirements.</b>								
2.206	System will track Citation issued by investigator: inspections, complaints, investigations enforcement and appeals actions, including but not limited to tickets, fines and/or orders.								



2.207	<ul style="list-style-type: none"> <li>Having the ability to void any citation- by supervisor or Coordinator</li> <li>System should have the ability to track Reward Tip status and completion related to tips of violation reported (currently check manually)</li> </ul>		
2.208	<ul style="list-style-type: none"> <li>Ability to record/track Cigarette Reward payout like a workflow citation.</li> </ul>		
2.209	<ul style="list-style-type: none"> <li>System should be able to integrate history of Reward Program into new system (currently have to go between different systems)</li> <li>Ability to flag system for a payout to a Tipster once payment is collected.</li> </ul>		
2.21			
2.211	<ul style="list-style-type: none"> <li>Systems should be able to collect and store pictures from Tipsters that lead to investigations</li> <li>Ability to create cigarette reward payout letter to tipster to be electronically created like Owner Officer.</li> </ul>		
2.212			
2.213			
2.214	<ul style="list-style-type: none"> <li>Ability to track the number packs or loose cigarettes confiscated per Tip and the amount of citations (currently, only range can be entered, and payment must be viewed from another system).</li> </ul>		
2.215	<ul style="list-style-type: none"> <li>System should integrate compliant report (currently housing tip information in several locations).</li> <li>System should be able to track/record a manual tip process in the event we have call in tips on phone or verbally (currently, using spreadsheets).</li> <li>System must have ability to capture and track field information.</li> <li>System must allow anonymous check box for Tips.</li> <li>System must Auto generate Confirmation number after Tip submission.</li> <li>System should be able to run reports on manual and electronic tips.</li> </ul>		
2.216			
2.217			
2.218			
2.219			
2.22			
2.221	<ul style="list-style-type: none"> <li>Ability to run reports based on dates, investigators names, tipsters name and confirmation code, making sure that tip is showing on investigators home screen (currently able to see tip)</li> <li>System must have ability to print confirmation page.</li> <li>System must have the ability to download tip confirmation page into pdf</li> </ul>		
2.222			
2.223	<ul style="list-style-type: none"> <li>Invoicing, fee, administrative processes to support a fine tracking sub system for but not limited to DOR and Administrative Hearing (AH) fine assessments.</li> <li><b>Owner/Officer function ability :</b></li> </ul>		
2.224			
2.225			
2.226	<ul style="list-style-type: none"> <li>System should have the ability to generate pre-printed letters that are used to advise corporate officers and registered agents of pending initial appearances with administrative hearings.</li> </ul>		
2.227	<ul style="list-style-type: none"> <li>Ability to create Work related item after a citation is issued. The pending letter becomes a work item for DOR employees to complete.</li> </ul>		
2.228	<ul style="list-style-type: none"> <li>The System should be searchable by Business.</li> <li>System should have the ability to allow users enter Owner Officer and registered agent information into the form letter.</li> </ul>		
2.229			
2.23	<ul style="list-style-type: none"> <li>System should allow the option for letters to be printable, so that they can be sent via certified mail.</li> </ul>		
2.231	<ul style="list-style-type: none"> <li><b>System should be able to identify certain Exceptions to this process which include:</b></li> <li>Ability to accommodate certain scenarios i.e. no identifiable owner/officer or registered agent – In this case a notation is made, and no letter is sent.</li> <li>Ability to send a letter sent to an incorrect Owner/officer - The system should allow for manual letters to be generated to the proper Owner/Officer.</li> <li>System should include logic to handle scenarios when no letter is being sent because citation is to a major corporation (i.e. Walmart)</li> </ul>		
2.232			
2.233			
2.234			
2.235	<ul style="list-style-type: none"> <li>The system should document the date the letter(s) are sent and if the letters are returned by USPS.</li> </ul>		
2.236	<ul style="list-style-type: none"> <li>Ability to itemize confiscations as Evidence (Investigators will provide examples of itemization).</li> <li>Ability to scan Signature obtained on Labeled Items of evidence bag. Store owner/clerk signs the pre-printed label and the investigator affixes the label on the Evidence bag.</li> <li>Ability to automate triggers for inspections and renewals.</li> <li>Ability for Investigators to look up his/her activity for the day and click on the businesses where a confiscation was made.</li> </ul>		
2.237			
2.238			
2.239	<ul style="list-style-type: none"> <li>Investigator Ability to click on one business; the system brings up the necessary documentation needed to complete the printing of a BARCODE which is affixed to the Evidence</li> </ul>		
2.24			
2.241	<ul style="list-style-type: none"> <li>Paperwork Verification ability to check Chain of Custody paperwork is inspected/verified for accuracy.</li> <li>Track and link related Itemized Evidence to assigned court date i.e include the specific Courtroom where the evidence is needed for a court trial or hearing.</li> <li>Ability to determine if evidence is going to trial. If yes, then the piece of evidence is admitted into court evidence.</li> </ul>		
2.242			
2.243			
2.244	<ul style="list-style-type: none"> <li><b>Evidence Collection ability to:</b></li> <li>Input type of evidence confiscated with amount of each (Ex. OTP, Loose, Cigarettes, Liquor)</li> <li>Indicate "In State" or "Out of State" stamps</li> <li>Input where the evidence was discovered inside of the establishment, vehicle etc.</li> <li>Input Serial # from the evidence bag</li> <li>Document type of evidence packaging and amount (Ex. 2 Boxes, 3 Bags etc.)</li> </ul>		
2.245			
2.246			
2.247			
2.248			
2.249			

2.25	<ul style="list-style-type: none"> <li>Investigator signature is electronically signed on all docs</li> </ul>		
2.251	<ul style="list-style-type: none"> <li>Waive a signature due to Covid-19 or respondent refused to sign</li> </ul>		
2.252	<ul style="list-style-type: none"> <li>Track Every transfer of evidence Date and Time stamped</li> </ul>		
2.253	<ul style="list-style-type: none"> <li>Evidence tracking system so you can figure out the exact location of the evidence searching by different criteria (Ex. Respondent name, address, incident #, CR#, Citations #, IBT, Store Name, etc). Evidence tracking should show history of every transfer and reason.</li> </ul>		
2.254	<ul style="list-style-type: none"> <li>Attach documents to evidence (Ex. Affidavit from company confirming the product is counterfeit)</li> </ul>		
2.255	<ul style="list-style-type: none"> <li>Document and collect evidence even when a citation was not issued</li> </ul>		
2.256	<ul style="list-style-type: none"> <li>Identify if evidence was confiscated due to Normal Inspection, Search Warrant, TIP, Assisting other agency.</li> </ul>		
2.257	<ul style="list-style-type: none"> <li>Identify who was present during confiscations (Local agency, Investigators, Officer, Management, Staff, etc)</li> </ul>		
2.258	<ul style="list-style-type: none"> <li>Document if sealed evidence bag was opened for counterfeit testing, AH etc.</li> </ul>		
2.259	<ul style="list-style-type: none"> <li>Ability to list type of evidence items collected &amp; provide a brief description:</li> </ul>		
2.26	<ul style="list-style-type: none"> <li>Cigarettes- violation/ inspection or results of cash buy</li> </ul>		
2.261	<ul style="list-style-type: none"> <li>Any items or proceeds collected from cash buys.</li> </ul>		
2.262	<ul style="list-style-type: none"> <li>Documents collected or photographed</li> </ul>		
2.263	<ul style="list-style-type: none"> <li>Misc field- to accept all types of evidence- note parts of contraband traps or any other types of evidence collected</li> </ul>		
2.264	<ul style="list-style-type: none"> <li>Ability to download photographs- on scene or ability to add photographs later in office, or 3rd party adding photos from CC assigned smart phone</li> </ul>		
2.265	<ul style="list-style-type: none"> <li>Video evidence &amp; storage</li> </ul>		
2.266	<ul style="list-style-type: none"> <li>Note if evidence TOT CCSPD or other agency for criminal prosecution</li> </ul>		
2.267	<ul style="list-style-type: none"> <li>Note if evidence TOT Meyercood or other body for chemical analysis</li> </ul>		
2.268	<ul style="list-style-type: none"> <li>Ability to note CCSPD or other agency case # on evidence screen- which will self-populate onto evidence labels.</li> </ul>		
2.269	<ul style="list-style-type: none"> <li>Note how evidence transported to Maywood etc.</li> </ul>		
2.27	<ul style="list-style-type: none"> <li>Allow Supervisor to scan the barcode affixed to the evidence using Surface pro 3/laptop and transports the evidence to Location B: CCSPD Sheriff Police 1401 Maybrook Drive, Maywood – Evidence Vault.</li> </ul>		
2.271	<ul style="list-style-type: none"> <li>System should capture who did the transaction which is tracked by the login.</li> </ul>		
2.272	<ul style="list-style-type: none"> <li>System should capture Date/Time stamp of transaction.</li> </ul>		
2.273	<ul style="list-style-type: none"> <li>Allow user to set location where evidence is stored. Default location will be Temp Storage. Choices for location are listed below.</li> </ul>		
2.274	<ul style="list-style-type: none"> <li>A: Temp Storage - 1311 Maybrook Maywood – Home Rule Tax office safe</li> </ul>		
2.275	<ul style="list-style-type: none"> <li>B: Sheriff Police - 1401 Maybrook Maywood – DOR Evidence Vault</li> </ul>		
2.276	<ul style="list-style-type: none"> <li>C: 118 N. Clark DOR Evidence Room 1</li> </ul>		
2.277	<ul style="list-style-type: none"> <li>D: 118 N. Clark DOR Evidence Room 2</li> </ul>		
2.278	<ul style="list-style-type: none"> <li>E: 118 N. Clark DOR evidence room holding area for Administrative Hearing Storage</li> </ul>		
2.279	<ul style="list-style-type: none"> <li>F: Circuit Court</li> </ul>		
2.28	<ul style="list-style-type: none"> <li>G: TOT Cook County Sheriff Officer</li> </ul>		
2.281	<ul style="list-style-type: none"> <li>H: TOT Illinois Department of Revenue Agent</li> </ul>		
2.282	<ul style="list-style-type: none"> <li>I: TOT Other department or agency</li> </ul>		
2.283	<ul style="list-style-type: none"> <li>Allow user to specify Row and Shelf location of evidence. Row and Shelf Location is only tracked in location B: Evidence Vault and locations C, D, E, and F.</li> </ul>		
2.284	<ul style="list-style-type: none"> <li>Ability to maintain Chain of Custody Report which provides a detailed accounting of all the steps taken during the evidence process within the DOR. The report should include the following fields and list the chain of custody history for an item:</li> </ul>		
2.285	<ul style="list-style-type: none"> <li>Transaction Date/Time</li> </ul>		
2.286	<ul style="list-style-type: none"> <li>Storage Location</li> </ul>		
2.287	<ul style="list-style-type: none"> <li>Investigator Name</li> </ul>		
2.288	<ul style="list-style-type: none"> <li>Citation Number</li> </ul>		
2.289	<ul style="list-style-type: none"> <li>Business Name</li> </ul>		
2.29	<ul style="list-style-type: none"> <li>Business Address</li> </ul>		
2.291	<ul style="list-style-type: none"> <li>Item Numbers</li> </ul>		
2.292	<ul style="list-style-type: none"> <li>Reason/Comments</li> </ul>		
2.293	<ul style="list-style-type: none"> <li>Ability to Track scans of IN and OUT locations during chain of custody.</li> </ul>		
2.294	<ul style="list-style-type: none"> <li>Ability to Track Evidence placed in permanent evidence room for appeal or destruction.</li> </ul>		
2.295	<ul style="list-style-type: none"> <li><b>Disposition of Evidence:</b></li> </ul>		
2.296	<ul style="list-style-type: none"> <li>Track Citation- Court Date</li> </ul>		
2.297	<ul style="list-style-type: none"> <li>Track Finding Decision and Order Coming from Court</li> </ul>		
2.298	<ul style="list-style-type: none"> <li>Note Decision of Case</li> </ul>		
2.299	<ul style="list-style-type: none"> <li>If Liable, or nonliable- Destroy Evidence 40 Days after</li> </ul>		
2.3	<ul style="list-style-type: none"> <li>If continued Case change to that continued date- automatically</li> </ul>		
2.301	<ul style="list-style-type: none"> <li>Once Able to Track have a Log on what is destroyed, number of Cigarettes, Loose cigarettes, and Liquor.</li> </ul>		
2.302	<ul style="list-style-type: none"> <li>System should allow for additional dispositions to the evidence other than destruction. The evidence could be returned to the respondent for example.</li> </ul>		
2.303	<ul style="list-style-type: none"> <li><b>Department of Building and Zoning</b></li> </ul>		

2.304	o Court Date Scheduling		Yes		A
2.305	<ul style="list-style-type: none"> <li>Need to schedule court dates for violations (Permit Tracking App does not have this capability)</li> <li>Ability to group violations when notifying AH so that the group can be adjudicated on the same date/time</li> </ul>	Can we go over examples of this?		The example would be multiple violations written at different times on the same property. This would result in different citation/violation #'s on the same property.	B
2.306	<ul style="list-style-type: none"> <li>Ability to handle multiple continuance court dates</li> </ul>	Is this continuing grouped violations separately?			C
2.307	o Respondent appearance list (read access)		Yes		A
2.309	o Ability to assign allocation code for Inter-government (IGA) violations	Is this for allocation of fine amounts?	Yes		B
2.31	Department of Environmental Control				
2.311	o Issue electronic citations on site and in office		Yes		A
2.312	o Citations must associate with an account/site location		Yes		A
2.313	o Ability to search for other agency citations relating to a particular site	Yes, as long as we define user permissions			A
2.314	o Include emulative fees from previous years on most recent HDD and subsequently remove past payment info so there is not potential for duplicate payment				
2.315	o Ability to split payment among multiple Allocation Codes. (e.g. a payment as a result of a citation may in some cases include a fee payment as well as a fine as well as a late fee, if the citation was for nonpayment of annual operating permit fee). Requires a way to produce mass ticketing for annual missed permit payments by several hundred businesses.	DACRA will need to build			B
2.316	o Court Date Scheduling		Yes		A
2.317	<ul style="list-style-type: none"> <li>Need to schedule court dates for violations (Permit Tracking App does not have this capability)</li> <li>Ability to group violations when notifying AH so that the group can be adjudicated on the same date/time</li> </ul>	Can we go over examples of this?			D
2.319	<ul style="list-style-type: none"> <li>Ability to handle multiple continuance court dates</li> </ul>		Yes		A
2.32	o Automate citation number assignment		Yes		A
2.321	o Integrated Workflow (Automation)				D
2.322	o Business Rules - Greater than 30 days overdue	What are these business rules?			D
2.323	o Case review				A
2.324	o Ability to view past history of violator/property on handheld device		Yes		A
2.325	Department of Highway				
2.326	o In lieu of existing process of emailing pdf of violation to administrative hearings and administrative hearings then entering citation info. into existing system to get citation on docket, Hwy Permits wants to be able to upload photos and generate a citation on the new automated system directly. Hwy Permits wants the ability to create a pending citation from our field staff that would be approved or not approved by the office staff before it is active and goes to Administrative hearings.	Ability to create citations exists. DACRA will need to build approval process.			C
2.327	o Automate citation number assignment Citation number assignment that matches Highway permit number assigned	DACRA would need to build			C
2.328	o Automate notification to Violators about new written notification that violation is corrected-see 2.174				
2.329	o Electronically track violations (get rid of violation spreadsheet being used)		Yes		A
2.33	o Automate Violation Report		Yes		A
2.331	o Automate Written Notifications- Automate Written notifications.		Yes		A
2.332	o Property owner search: Property owner name "finder" search engine based on address of property or pin number of property				D
2.333	o Company owner search: include a link for Corporation-LIC Search, to search who & where violations should be sent if the company is a corporation	DACRA will need to build			D
2.334	o Ability to set a minimum future time before a hearing date is automatically scheduled. The program will automatically set a court date to the date after the next upcoming court date. I.e. if the next court date is in 04/27/2020 the program will automatically schedule the court date to 05/25/2020. The program will allow Highway to override the automatic date set if Highway determines the need to ensure enough time for the field inspector to go out to inspect and violator time to get permit or make correction etc. I.e. if the court date is automatically set to 05/25/2020 and Highway determines that is not enough time, Highway can then change the date to 07/27/2020 for example.		Yes		A
2.334		DACRA will need to build			C
2.335	o Ability to electronically notify violators of written notification of the corrected violation- violation report, relative correspondence notifications, corrected violation notification		Yes		A
2.336	o Get administrative hearings docket (schedule)		Yes		A
2.337	o Upload documents		Yes		A
2.338	CoA County Forest Preserve				
2.339	o Evidence Management Requirements				A

2.34	<ul style="list-style-type: none"> <li>Ability to scan letters, tickets, and pictures for Contest By Mail citations</li> </ul>	Yes			A
2.341	<ul style="list-style-type: none"> <li>Ability to transmit evidence to Administrative Hearing</li> </ul>	Yes			A
2.342	<ul style="list-style-type: none"> <li>Case review</li> <li>Ability to review Sheriff case reports -- by reference number (for cases where FP asked Sheriff to do a follow-up)</li> </ul>		Are these case reports in a separate system?		D
2.343	<ul style="list-style-type: none"> <li>Ability to track cases that go to outlying courthouses and AH</li> </ul>	Yes			A
2.344	<ul style="list-style-type: none"> <li>Import/export data across multiple platforms.</li> </ul>	Yes			A
2.345	<ul style="list-style-type: none"> <li>Ability to upload/download from tablets, laptops, desktops, and handheld devices</li> </ul>	Yes			A
2.346	<ul style="list-style-type: none"> <li>Business Rules</li> </ul>	Yes			A
2.347	<ul style="list-style-type: none"> <li>Final Notices</li> </ul>	Yes			A
2.348	<ul style="list-style-type: none"> <li>Greater than 30 days overdue</li> </ul>	Can we verify workflow on these?			D
2.349	<ul style="list-style-type: none"> <li>Notice of Hearing letter - Auto generate Officer's next court date</li> </ul>	Yes			A
2.35	<ul style="list-style-type: none"> <li>History of violations and Historical Lookup</li> </ul>	Yes			A
2.351	<ul style="list-style-type: none"> <li>Data migration needed for current FP database system</li> </ul>	Can we get details on this?			D
2.352	<ul style="list-style-type: none"> <li>Data validation (field data collection)</li> </ul>	Yes			A
2.353	<ul style="list-style-type: none"> <li>Drop down boxes and Lookups for ordinances and Illinois Vehicle Codes (IVCs)</li> </ul>	Yes			A
2.354	<ul style="list-style-type: none"> <li>Ability to search numerically and alphabetically</li> </ul>	Yes			A
2.355	<ul style="list-style-type: none"> <li>Real-time Account Status</li> </ul>	Yes			A
2.356	<ul style="list-style-type: none"> <li>Ability to view tickets in real time (i.e. officer issues ticket at 12:05; it can be accessed/viewed in the system 12:06)</li> </ul>	Yes			A
2.357	<ul style="list-style-type: none"> <li>Ability to see if violation has been appealed</li> </ul>	Yes			A
2.358	<ul style="list-style-type: none"> <li>Ability to have read access to payments made by citation number</li> </ul>	Yes			A
2.359	<ul style="list-style-type: none"> <li>Ability to see payments at FP AHQ</li> </ul>	Yes			A
2.36	<ul style="list-style-type: none"> <li>Ability to verify payments at DOR Inovah</li> </ul>	Yes			A
2.361	<ul style="list-style-type: none"> <li>Notifications</li> </ul>	Yes			A
2.362	<ul style="list-style-type: none"> <li>Final Notices</li> </ul>	Yes			A
2.363	<ul style="list-style-type: none"> <li>Greater than 30 days overdue</li> </ul>	Can we verify workflow on these?			D
2.364	<ul style="list-style-type: none"> <li>Notice of Hearing letter</li> </ul>	Yes			A
2.365	<ul style="list-style-type: none"> <li>Evidence Management Requirements</li> </ul>	Yes			A
2.366	<ul style="list-style-type: none"> <li>Department of Public Health</li> </ul>				
2.367	<ul style="list-style-type: none"> <li>Ability to use an APP on tablet device and on desktop which will allow upload or attachment of inspection reports</li> </ul>	Is this a scanned document that is created in another system?			D
2.368	<ul style="list-style-type: none"> <li>Web based application</li> </ul>	Yes			A
2.369	<ul style="list-style-type: none"> <li>Audit function which logs/tracks identity of person that uploaded or attached evidence</li> </ul>	Yes			A
2.37	<ul style="list-style-type: none"> <li>Ability to look up relevant reference information (i.e. policies, guideline, memos, statutes, ordinances)</li> </ul>	Yes		Can we verify workflow on these?	A
2.371	<ul style="list-style-type: none"> <li>May not be as much of an issue if an App as these items can be stored on the device or in a cloud environment (e.g. drop box, google drive) so all devices can be updated at the same time or access the information on the web via links.</li> </ul>	Yes		Can we verify workflow on these?	A
2.372	<ul style="list-style-type: none"> <li>Case review</li> </ul>	Yes			A
2.373	<ul style="list-style-type: none"> <li>Ability to view past history of violator/property on handheld device</li> </ul>	Yes			A
2.374	<ul style="list-style-type: none"> <li>Ability to track continuance or follow up on cases</li> </ul>	Yes			A
2.375	<ul style="list-style-type: none"> <li>Centralized solution with the ability to scale to meet multiple agency/departamental needs</li> </ul>	Yes			A
2.376	<ul style="list-style-type: none"> <li>Cook County manage user accounts with quick response to add, delete, or modify</li> </ul>	Yes			A
2.377	<ul style="list-style-type: none"> <li>Import/export data across multiple platforms.</li> </ul>	Yes			A
2.378	<ul style="list-style-type: none"> <li>Ability to upload/download from tablets, laptops, desktops, and handheld devices</li> </ul>	Yes			A
2.379	<ul style="list-style-type: none"> <li>Business Rules</li> </ul>	Yes			A
2.38	<ul style="list-style-type: none"> <li>1<sup>st</sup> Violation rules</li> </ul>	What are these rules?			D
2.381	<ul style="list-style-type: none"> <li>2<sup>nd</sup> Violation rules and 3<sup>rd</sup> Violation rules</li> </ul>	What are these rules?			D
2.382	<ul style="list-style-type: none"> <li>Final notices</li> </ul>	Yes			D
2.383	<ul style="list-style-type: none"> <li>History of violations and Historical Lookup</li> </ul>	Yes			D
2.384	<ul style="list-style-type: none"> <li>Real-time Account Status</li> </ul>	Yes			A
2.385	<ul style="list-style-type: none"> <li>Appeal options</li> </ul>	Can enter appeal note and put citation on hold			A
2.386	<ul style="list-style-type: none"> <li>Payment options</li> </ul>	Yes			A
2.387	<ul style="list-style-type: none"> <li>Ability to see payments</li> </ul>	Yes			A
2.388	<ul style="list-style-type: none"> <li>Notification or Alert if payment is made before hearing date</li> </ul>	Yes			A
2.389	<ul style="list-style-type: none"> <li>Notifications</li> </ul>	Yes			A
2.39	<ul style="list-style-type: none"> <li>1st Violation rules</li> </ul>	What are these rules?			D
2.391	<ul style="list-style-type: none"> <li>2nd Violation rules and 3rd Violation rules</li> </ul>	What are these rules?			D
2.392	<ul style="list-style-type: none"> <li>Final notices</li> </ul>	Yes			D
2.393	<ul style="list-style-type: none"> <li>Health and Hospital System Police</li> </ul>	Yes			A
2.394	<ul style="list-style-type: none"> <li>Evidence Management Requirements</li> </ul>	Yes			A
2.395	<ul style="list-style-type: none"> <li>Ability to store, upload and download, and transfer photos</li> </ul>	Yes			A
2.396	<ul style="list-style-type: none"> <li>Case review</li> </ul>	Yes			A
2.397	<ul style="list-style-type: none"> <li>Ability to view disposition of cases</li> </ul>	Yes			A
2.398	<ul style="list-style-type: none"> <li>Department of Animal Control</li> </ul>	Yes			A
2.399	<ul style="list-style-type: none"> <li>Case review</li> </ul>	Yes			A
2.4	<ul style="list-style-type: none"> <li>Ability to review cases that go through administrative hearing process</li> </ul>	Yes			A
2.401	<ul style="list-style-type: none"> <li>Ability to review cases by #44-# and Citation #</li> </ul>	Yes			A
2.402		Yes			A

2.403	§ Ability to search system by owner name and/or address if the citation has been issued yet or is unavailable				
2.404	▪ Ability to view everything in system in chronological order starting with bite report all the way through to AH findings	Yes			A
2.405	○ Evidence Management				A
2.406	▪ Ability to scan and store white card, green card, letters sent to owner, letters received from owner, pictures, etc...	Yes			A
2.407	▪ Ability to track any type of communication (phone, fax, mail, email, etc...)	Yes - notes can be added.			A
2.408	▪ Ability to document conversation with owners	Yes			A
2.409	▪ Ability to track previous bite information				
2.41	▪ Ability to store vaccination information				
2.411	○ Business Rates				
2.412	▪ Flag veterinarian that are not submitting observations within 24 hours				
2.413	▪ Flag owners with no response greater than 10 days				
2.414	○ Real-time Account Status				
2.415	▪ Hearing decisions: Appeal and/or findings	Yes			A
2.416	○ Drop down/LoAup tables for ordinances	Yes			A
2.417	○ Ability to Void/Non suit tickets - limited to Supervisor and Chief	Yes			A
<b>LEGEND</b>					
Yellow Highlight = Requirement is still applicable as of April 2020					
Strike thru = requirement no longer needed as of April 2020					
No highlight and no strike thru = requirement yet to be updated					



**COOK COUNTY GOVERNMENT**  
 Office of the Chief Procurement Officer  
 Countywide Citation Management and Adjudication System (CCMAS) (Contract No. 2003-18547) - System Requirements Matrix

**Instructions**

- Respondents are required to provide input in all blue cells.
  - Assign a number value to each row in all tabs.
  - A value of 5 states that the proposed solution can meet the functionality specified under Column B, right out of the box and will be available as soon as possible.
  - A value of 4 states that the proposed solution can meet the functionality specified under Column B, with some configuration work, but does not require a new release of code.
  - A value of 3 states that the proposed solution will meet the functionality specified under Column B, with an expected new release of code out of the box.
  - A value of 2 states that the proposed solution can not meet the functionality specified under Column B, but an existing 3rd party, compatible, solution is available.
  - A value of 1 states that the proposed solution can meet the functionality specified under Column B, with custom code or development.
- Note that the stated CCMAS Priorities column highlights the minimum core functionality required for the initial phase of the implementation. Respondent must state in the notes column, based on Proposer's experience in his industry, if this functionality is expected for immediate automation in phase one or some other phase. In addition, the written response must further detail the recommendations for phase one functionality automation.**

Company Dacra Tech LLC  
 Name

No.	Requirements	Vendor Comments	Addl Vendor Comments	Req Status
3.001	<b>General</b>			
3.002	System has built-in analysis tools.	Yes	We suggest a separate discussion on reporting needs	A
3.003	System provides robust ad-hoc reporting capability.	Yes, but we should review to determine what else might be needed.		E
3.004	System can automatically generate periodic out-of-the box reports that capture standard metrics. Use the notes column and written response to provide details.	Yes, but we should review together.		E
3.005	System allows users to run queries and reports on any, and all, data captured and processed via the Citation system, including performance data such as total number of cases processed per week/month.	Yes, but we suspect there might be additional reprinting needs.		E
3.006	System allows for full indexing and searching of all information including uploaded documents.	Can we get an example of the type of searching needed with these documents?		E
3.007	System provides robust search functionality (search for word, status, or document in any file and/or case).	DACRA would need to build.		E
3.008	System supports exporting report files in multiple formats including Portable Document Format (PDF), Microsoft Excel, Comma Separated Values (CSV) file(s).	Yes. However, not all reports are available in all formats.		E
3.009	Develop approximately 150 ad-hoc reports (subject to increase in numbers), including but not limited to all existing reports from DACRA and suggested list of reports in Appendix II of the Countywide Citation Management and Adjudication System RFP.	This is a good conversation to be had!		E
3.01	System allows information on form to be updated.	Is this updating data after a report has been generated?		E

**LEGEND**  
 Yellow Highlight = Requirement is still applicable as of April 2020  
 Strike thru = requirement no longer needed as of April 2020  
 No highlight and no strike thru = requirement yet to be updated











**COOK COUNTY GOVERNMENT**  
Office of the Chief Procurement Officer  
Countywide Citation Management and Adjudication System (CCMAS) [Contract No. 2009-18547] - System Requirements Matrix

**Instructions**

- Respondents are required to provide input in all blue cells.
  - Assign a number value to each row in all tabs.
  - A value of 5 states that the proposed solution can meet the functionality specified under Column B, right out of the box and will be available as soon as the software is installed.
  - A value of 4 states that the proposed solution can meet the functionality specified under Column B, with some configuration work, but does not require custom code or premise implementations.
  - A value of 3 states that the proposed solution will meet the functionality specified under Column B, with an expected new release of out of the box functionality.
  - A value of 2 states that the proposed solution can not meet the functionality specified under Column B, but an existing 3rd party, compatible, solution can meet the requirements.
  - A value of 1 states that the proposed solution can meet the functionality specified under Column B, with custom code or development.
- Note that the stated CCMAS Priorities column highlights the minimum core functionality required for the initial phase of the implementation. Respondent must state in the notes column, based on Proposer's experience in this industry, if this functionality is expected for immediate automation in phase one or some other phase. In addition, the written response must further detail the recommendations for phase one functionality automation.**

Company Name Dacra Tech LLC

No.	Requirements	Vendor Comments	Cook County Comments	Req Status
5.001	<b>General</b>			
5.002	System authenticates users via standard authentication tools such as Microsoft Active Directory.	Yes		A
5.003	System interfaces with external directory services for security and authentication, such as Windows Active Directory (AD). This is very important for on-premise implementations.	Yes		A
5.004	System performs automated system assurance routines (e.g., data integrity verification reports) as part of standard processing cycles.			D
5.005	System leverages standard access control protocols to manage rights to edit, read, approve, review, etc.	Yes		A
5.006	System provides security controls at multiple levels including <ul style="list-style-type: none"> <li>- overall system</li> <li>- specific functions (e.g., inquiry, update)</li> <li>- system modules</li> <li>- specific departments</li> <li>- resident records</li> <li>- data field</li> <li>- role</li> </ul>	Yes		A
5.007	System must have multi-factor authentication.	We do not currently have an implementation with this.		C
5.008	System provides security controls for auditing and logging.	Yes		A
5.009	Logging must be exportable to a third party system	DACRA will need to build this		D
5.010	System can protect confidential information to prevent unauthorized access.	Yes		A
5.011	System is compliant with all applicable County ordinances and security policies.	Are there policies we should review?		D
5.012	System is compliant with all other applicable information protection statutes and regulations pertinent to PII such as Illinois Personal Information Protection Act, Social Security Act, and any other federal and state law.	We are currently CJS-compliant as long as our agencies opt-in for this level of security.		A
5.013	System has multiple user security levels for system authorization.	Yes		A
5.014	System will maintain database of user credentials.	Yes		A
5.015	System is compliant with HL7 standards.	Out of curiosity, how does this apply?		D
5.016	System is compliant with Cook County National Information Exchange Standards (NIEM).	Are there standards we can review?		D
5.017	System will manage and track bugs within the system, updating with bug status and resolution.	DACRA will manage this		A
5.018	System integrates with citizen portal ADPS, so that citizens that have an account with the county can use those credentials, or can optionally be prompted to create an account			D

**LEGEND**

- Yellow Highlight = Requirement is still applicable as of April 2020
- Strike-thru = requirement no longer needed as of April 2020
- No highlight and no strike thru = requirement yet to be updated



**COOK COUNTY GOVERNMENT**  
 Office of the Chief Procurement Officer  
 Countywide Citation Management and Adjudication System (CCMAS) (Contract No. 2003-18547) - System  
 Requirements Matrix

**Instructions:**  
 - Respondents are required to provide input in all blue cells.

Company Name		Requirements		Yes	No	Recommended Minimum Specifications (you may also insert an internet link for reference)	Number of Units required	Vendor Notes	Cook County Comments	Req Status
Dacra Tech LLC										
6.001	<b>General</b>	Handheld devices to write and print citations (need total of about 702 devices). Please see section 3.1 for breakdown for each department/agency.						DACRA is browser based and works with laptops and tablets. DACRA's system can work on smaller phone screens, but it is not recommended. NOTE: DACRA is not supplying hardware		A
6.002						Best options are Windows-based tablets or Ipads with Brother or Zebra printers.				
6.003		System shall provide wireless connectivity for handheld devices.						NOTE: DACRA is not supplying hardware		E
6.004	<b>Department of Administrative Hearings</b>									
6.005		o Future offsite hearing will require tablets to access Countywide Citation Management and Adjudication System						DACRA is web based	Administrative Hearings can currently access DACRA offsite thru secured VPN access	A
6.006		o Device to perform audio recording of hearing and association to court case (All courts have computers currently)						Any audio file can be uploaded into DACRA. NOTE: DACRA is not providing audio software	Is there a solution that will allow the audio file to attach to each specific case	E
6.007	<b>Office of the Sheriff</b>									
6.008		o In-Car printer that may be utilized with other common industry products (especially the Court Clerk's E-Ticket program)						NOTE: DACRA is not supplying hardware		E
6.009		o Approximately 500 complete devices/seats for the Sheriff's Office as a whole						NOTE: DACRA is not supplying hardware		E
6.01		o Ability to print parking tickets (which are Cook County administrative tickets)						NOTE: DACRA is not supplying hardware		A
6.011	<b>Department of Revenue (Tobacco)</b>									
6.012		o GPS enabled devices (Field data collection)						NOTE: DACRA is not supplying hardware		E
6.013		▪ Ability to lookup all ordinances								A
6.014		▪ Ability to pre-populate address coming from GIS/other source						NOTE: DACRA is not supplying hardware		E
6.015		▪ Ability to utilize current devices/tablets						NOTE: DACRA is not supplying hardware	HP Laptops	E
6.016		▪ Require 14 devices						NOTE: DACRA is not supplying hardware		E
6.017	<b>Department of Building and Zoning</b>									
6.018		o Handheld Device						NOTE: DACRA is not supplying hardware		E
6.019		▪ Require 26 devices						NOTE: DACRA is not supplying hardware	IPADS	E
6.02		▪ Require camera feature to take pictures as evidence						NOTE: DACRA is not supplying hardware	"	E
6.021		▪ Real time sync between logging violation details and back office administration (nice to have)						NOTE: DACRA is not supplying hardware		A

6.022	<ul style="list-style-type: none"> <li>Need big screen to view contents on web browser</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.023	<b>Cook County Forest Preserve</b>									
6.024	<ul style="list-style-type: none"> <li>Handheld Devices needed - 100</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.025	<ul style="list-style-type: none"> <li>GPS enabled devices (Field data collection)</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.026	<ul style="list-style-type: none"> <li>Ability to view history of violations – show past violations</li> </ul>							Yes		A
6.027	<ul style="list-style-type: none"> <li>Display violations from other departments/agencies</li> </ul>							Yes		A
6.028	<ul style="list-style-type: none"> <li>Ability to lookup person by name, driver's license, plate #, SSN, date of birth</li> </ul>							Yes		A
6.029	<ul style="list-style-type: none"> <li>Ability to scan the barcodes on driver's licenses</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.03	<ul style="list-style-type: none"> <li>Ability to scan the VIN</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.031	<ul style="list-style-type: none"> <li>Ability to take photos</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.032	<ul style="list-style-type: none"> <li>Multiple form factors to suit your department/agency needs - Ordinance Lookups</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.033	<b>Department of Public Health</b>									
6.034	<ul style="list-style-type: none"> <li>GPS enabled devices (Field data collection)</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.035	<ul style="list-style-type: none"> <li>Ability to view history of violations – show past violations</li> </ul>							Yes		A
6.036	<ul style="list-style-type: none"> <li>Show past violations up to 3 years</li> </ul>							Yes		A
6.037	<ul style="list-style-type: none"> <li>One device with multiple apps</li> </ul>							Yes		A
6.038	<ul style="list-style-type: none"> <li>Multiple form factors to suit your department/agency needs.</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.039	<ul style="list-style-type: none"> <li>Ordinance Lookups</li> </ul>							?		A
6.04	<ul style="list-style-type: none"> <li>Violation types – addresses are important where ownership changes</li> </ul>									A
6.041	<b>Health and Hospital System Police</b>									
6.042	<ul style="list-style-type: none"> <li>GPS enabled devices (Field data collection)</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.043	<ul style="list-style-type: none"> <li>Handheld device</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.044	<ul style="list-style-type: none"> <li>With supervisor approval option – ability to disable</li> </ul>							Not sure what this is?		D
6.045	<ul style="list-style-type: none"> <li>Ability to share devices with login feature</li> </ul>							Yes		A
6.046	<ul style="list-style-type: none"> <li>Ability to take photos</li> </ul>							NOTE: DACRA is not supplying hardware		E
6.047	<ul style="list-style-type: none"> <li>Ability to upload, store, and transfer photos</li> </ul>							Yes		A
6.048	<b>Department of Animal Control</b>									
6.049	<ul style="list-style-type: none"> <li>Handheld devices are not needed as the majority of citations are issued out of office by Bite Officers, and field officers will not require devices (paper book is sufficient)</li> </ul>							The purpose of this project is to do away with paper books. Administrative Hearings would prefer e-ticketing going forward as result of this project. Will animal control enter the paper tickets electronically into the new system?		A

**LEGEND**  
Yellow Highlight = Requirement is still applicable as of April 2020  
Strike thru = requirement no longer needed as of April 2020  
No highlight and no strike thru = requirement yet to be updated

**EXHIBIT 12**  
**COOK COUNTY IT SPECIAL CONDITIONS**

**Exhibit 12**  
**Cook County Information Technology Special Conditions (ITSCs)**

**1. DEFINITIONS FOR SPECIAL CONDITIONS**

1.1. **“Assets”** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. **“Business Associate Agreement”** or **“BAA”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **“Business Continuity Plan”** means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent versions of the Payment Card Industry’s Data Security Standard.

1.5. **“Change”** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. **“Change Management”** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. **“Change Order”** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. **“Change Request”** means one Party’s request to the other Party for a Change Order.

1.9. **“Contractor”** has the same meaning as either: (a) both “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, if such document forms the basis of this Agreement or (b) “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. **“Contractor Confidential Information”** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using

Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. **“Contractor Facilities”** means locations owned, leased or otherwise utilized by Contractor and its Subcontractors from which it or they may provide Services.

1.12. **“Contractor Intellectual Property”** means all Intellectual Property owned or licensed by Contractor.

1.13. **“Contractor IP Materials”** means all IP Materials owned or licensed by Contractor.

1.14. **“Contractor Personnel”** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor who in each instance have direct access to Agency Data.

1.15. **“Contractor-Provided Equipment”** means Equipment provided by or on behalf of Contractor.”

1.16. **“Contractor-Provided Software”** means Software provided by or on behalf of Contractor.

1.17. **“Criminal Justice Information”** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.18. **“Critical Milestone”** means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.19. **“Data Protection Laws”** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.20. **“Data Security Breach”** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.21. **“Deliverable”** has the same meaning as either: (a) “Deliverable” as defined in the County’s Professional Services Agreement, if such document forms the basis of this Agreement; or (b) “Deliverable” as defined in the County’s Instruction to Bidders and General Conditions, if such document forms the basis

of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.22. **“Developed Intellectual Property”** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.23. **“Developed Software”** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. **“Disaster”** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization’s part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.25. **“Disaster Recovery Plan”** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.26. **“Equipment”** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.27. **“Exit Assistance Plan”** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **“Exit Assistance Period”** has the meaning given in Section 9.2.

1.29. **“Exit Assistance Services”** means such exit assistance services as are reasonably necessary to return the data of the Using Agency in accordance with the PSA.

1.30. **“Illicit Code”** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.



1.31. **“Incident”** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.32. **“Intellectual Property”** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.33. **“IP Materials”** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.34. **“Laws”** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.35. **“Open Source Materials”** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code (as defined by the Open Source Initiative) and “free” code (as defined by the Free Software Foundation).

1.36. **“Party”** means either County, on behalf of County and its Using Agencies, or Contractor.

1.37. **“Parties”** means both County, on behalf of County and its Using Agencies, and Contractor.

1.38. **“Personal Information”** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor’s Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit

access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.39. **“Problem”** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.40. **“Protected Health Information”** or PHI shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.41. **“Public Record”** shall have the same meaning as the term “public record” in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.42. **“Required Consent”** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.43. **“Services”** either: (a) has the same meaning as “Services” as defined in Article 3 of the County’s Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor’s services and other acts required in preparing, developing, and tendering the Using Agency’s Deliverables as “Deliverables” is defined in the County’s Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. **“Service Level Agreements”** or **“SLA”** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.45. **“Software”** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.46. **“Third Party”** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.47. **“Third Party Intellectual Property”** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. **“Third Party Contractor”** means a Third Party that provides the Using Agency with

products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not “Third Party Contractors.”

1.49. **“Third Party Software”** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency’s specifications shall not be considered Third Party Software.

1.50. **“Using Agency”** has the same meaning as the term “Using Agency” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.51. **“Using Agency Confidential Information”** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.52. **“Using Agency Data”** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency’s IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. **“Using Agency Intellectual Property”** means all Intellectual Property owned or licensed by the Using Agency, excluding Developed Intellectual Property.

1.54. **“Using Agency IP Materials”** means all IP Materials owned or licensed by the Using Agency.

1.55. **“Using Agency-Provided Equipment”** means Equipment provided by or on behalf of Using Agency.

1.56. **“Using Agency-Provided Software”** means Software provided by or on behalf of Using

Agency.

1.57. “**WISP**” means written information security program.

## 2. SERVICES AND DELIVERABLES

2.0 Professional Services Agreement. Consultant and Using Agency each acknowledge that they have executed that certain Professional Services Agreement by and between Cook County and DACRA Adjudication Systems, LLC, a Delaware limited liability company (the “**Professional Services Agreement**” or “**PSA**”). In the event of a conflict between the terms and conditions of this Cook County Information Technology Special Conditions document and the terms and conditions of the Professional Services, then in such instance, the terms and conditions of the Professional Services Agreement shall forever prevail and dictate.

2.1. Approved Facilities. Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors. The foregoing provision shall not apply to the extent Contractor utilizes a wholly owned subsidiary principally located in India to perform limited development work.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date. Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency’s prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (*e.g.*, any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a “bottom up” calculation, analysis and reconstruction of performance reports (including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Default SLAs, Critical Milestones and Fee Reductions. The Contractor's SLAs, SLA targets, and Critical Milestones shall be set forth within the Professional Services Agreement (including exhibits thereto).

2.6. Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon ITIL processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xi) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided, however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement. Notwithstanding the foregoing, Contractor hereby agrees to provide its Standards and Procedures Manual prior to the Effective Date for review by the Using Agency which manual may deviate from the requirements set forth above and absent written objection by the Using Agency, Contractor shall be deemed to have satisfied the requirements of this paragraph.

2.7. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.8. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.9. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources needed to perform the Services in accordance with the Agreement.

2.10. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.11. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.12. Service Compatibility. Subject to the compliance by the Using Agency with the Systems as set forth in the Professional Services Agreement, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. Subject to the compliance by the Using Agency with the Systems as set forth in the Professional Services Agreement, in the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.13. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.14. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

### **3. WARRANTIES**

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations in accordance with the Professional Services Agreement, including the professional standards incorporated herein) and in accordance with all Laws applicable to the manner in which Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third-Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third-Party Intellectual Property.

3.4. Developed Software. Contractor hereby provides those representations and warranties with respect to the Developed Software as set forth in the Professional Services Agreement. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making

derivative works, or (C) be redistributable at no charge). Notwithstanding foregoing, Contractor utilizes with the full consent of the Using Agency, Open Source Materials, including, without limitation the following: (a) Linux; (b) Bootstrap and (c) jQuery. Contractor shall use commercially reasonable efforts to evaluate and use the most current version of Third-Party software.

3.5. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.6. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.7. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.8. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

#### **4. INTELLECTUAL PROPERTY**

4.1. Using Agency Intellectual Property. The use, ownership, title and license of the Using Agency Intellectual Property shall be governed exclusively by the terms and conditions of the Professional Services Agreement.

4.2. Developed Intellectual Property. The use, ownership, title and license of the Using Agency



Intellectual Property shall be governed exclusively by the terms and conditions of the Professional Services Agreement. Third Party Intellectual Property. With the exception of Open Source Materials, Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

4.4. Software Licenses. The licensure of software by Contractor is governed by the terms and conditions of the Professional Services Agreement.

## **5. USING AGENCY DATA AND CONFIDENTIALITY**

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided

using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8 Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

## **6. DATA SECURITY AND PRIVACY**

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with reasonable commercial custom and practice and the Using Agency's security policies, procedures and other requirements made available in writing to Contractor upon Contractor's written request, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as mutually agreed upon with Contractor, which may be updated by both Using Agency and Contractor from time-to-time; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets, as updated from time-to-time; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated from time-to-time; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series,

including but not limited CJIS standards.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is prudent for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the

confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security policies or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

## **7. DATA SECURITY BREACH**

7.1. Notice to Using Agency. Upon becoming aware of a Data Security Breach, Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) to the extent within the scope of Services, at the request and under the direction of the Using Agency, take any all other reasonable and prudent remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Intentionally omitted.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party to the extent that Party's acts or omissions caused or resulted in the Data Security Beach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons. Notwithstanding anything to the contrary in this paragraph, the foregoing provisions of this paragraph re subject to all limitations in the PSA bearing even date herewith.

## **8. AUDIT RIGHTS**

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits. All third-party costs and expenses and internal costs and expenses incurred by the Contractor in connection with the provisions of this paragraph 8.1 shall be paid by the Using Agency at prevailing rates charged by the Contractor and/or its third-party contractor.

8.2. Security Audits. Contractor shall perform, at the Using Agency's cost and expense, a

security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually in the fourth (4<sup>th</sup>) calendar quarter and at the Using Agency's sole cost and expense, provide to the Using Agency and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

8.4. Audits Conducted by Contractor. Contractor promptly shall upon written request of the Using Agency, make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. Internal Controls. Contractor shall notify the Using Agency prior to any material modification of any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

## **9. RIGHT TO EXIT ASSISTANCE**

9.1. Payment for Exit Assistance Services. Exit Assistance Services shall be deemed a part of the Services and included within the PSA and shall be performed at Contractor's prevailing rates then in effect at the time of such exit.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement, or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice

of termination from the Party giving such notice (such date notice is received, the “Termination Notice Date”), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the “Termination Date”) (such period, the “Exit Assistance Period”). At the Using Agency’s option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination. Notwithstanding anything herein to the contrary, all Exit Assistance Services shall be invoiced by Contractor at Contractor’s prevailing rates then in effect at the time of such exit.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency’s reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency’s designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency’s operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency’s designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan.

9.5.1. Contractor shall develop and provide to the Using Agency, subject to the Using Agency’s approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency’s approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan. Notwithstanding anything herein to the contrary, all Exit Assistance Services shall be invoiced by Contractor at Contractor’s prevailing rates then in effect at the time of such exit.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a project manager to be responsible for, and Contractor’s primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet



weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period. Notwithstanding anything herein to the contrary, all Exit Assistance Services shall be invoiced by Contractor at Contractor's prevailing rates then in effect at the time of such exit.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide knowledge transfer services to the Using Agency or the Using

Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services. Notwithstanding anything herein to the contrary, all Exit Assistance Services (including knowledge transfer services) shall be invoiced by Contractor at Contractor's prevailing rates then in effect at the time of such exit as a component of the Annual Maintenance Fee.

9.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

9.12. Software Licenses. The terms and conditions of the License shall be governed by the PSA, the terms of which are incorporated herein by reference. miscellaneous

9.13. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

9.14. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

9.15. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

9.16. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

9.17. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

9.18. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

Contract No. 2003-18547  
Citation Management and Adjudication System

**EXHIBIT 13**  
**FBI CRIMINAL JUSTICE INFORMATION SERVICES SECURITY**  
**ADDENDUM**

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date



\_\_\_\_\_  
May 27, 2021

Robert L. Schur  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

CEO  
DACRA Tech LLC

\_\_\_\_\_  
Organization and Title of Contractor Representative

Contract No. 2003-18547  
Citation Management and Adjudication System

**ATTACHMENT 1**

**CITY OF JOLIET CONTRACT DOCUMENT DATED JUNE 12, 2018**



# Dacra Software as a Service Municipal Agreement

## City of Joliet

This Dacra SaaS Agreement (“Agreement”) is made and entered into on this date 6-12-18, (the “Effective Date”) by and between IT-Stability Systems LLC (“IT-Stability” or a “Party”), an Illinois Limited Liability Company with its principal place of business at 1845 Grandstand Place, Elgin, Illinois, 60123, and The City of Joliet (“Client” or a “Party”), an Illinois municipal corporation with its principal place of business at 150 W. Jefferson Street, Joliet, Illinois 60432. IT-Stability and the City shall be together referred to as the “Parties.”

Whereas IT-Stability designs, develops, licenses, and supports Dacra, which is an adjudication management and e-Ticketing software; and

Whereas, Client desires to enter into an agreement with IT-Stability for IT-Stability to set-up, license, and support Dacra for use by Client; and

Whereas, Client is authorized by the Illinois Municipal Code (65 ILCS 5/1 et seq.) to enter into contracts with parties to obtain goods and services; and

The Parties hereto agree as follows:

### 1. Contract Period

The initial period of this Agreement begins when signed by Client and IT-Stability representatives and continues for three (3) years from that date. This agreement may be extended for two additional one-year options for like terms with a price increase not to exceed the Consumer Price Index plus 5%. IT-Stability shall propose any requested modifications to the Agreement for subsequent Agreement periods, ninety (90) days prior to the current period expiration date.

### 2. Price, Billing and Payment

In exchange for Client’s licensed use of Dacra software and features as outlined in Appendix A, IT-Stability will invoice for, and Client will pay, a setup fee and monthly software subscription fees as outlined in Appendix B of this agreement. All payments are due within 30 days of the invoice date. Dacra Licensed Services (“the “Services” “Software” or the “System”) may be suspended or terminated if payments are not received according to these terms as per Section 11. Any additional services shall be mutually agreed upon in writing prior to work being performed or invoiced.

### 3. Representations and Warranties

**General.** Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

**Compliance with the Laws.** Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including

copyright, privacy and communications decency laws. IT-Stability agrees to the provisions and conditions of Compliance Affidavit Attachment C.

**Acceptable Use.** Client may use the Software and System only for purposes of issuing, managing, and adjudicating citations issued by the Client and for no other purpose. Any use of the Software shall remain subject to all terms and conditions of this Agreement. Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Client represents and warrants that it will: (a) not intentionally use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Materials; (b) not violate or tamper with the security of any IT-Stability computer equipment or program. If IT-Stability has reasonable grounds to believe that Client is utilizing the Services for any such illegal or disruptive purpose IT-Stability may suspend the Services immediately with or without notice to Client. IT-Stability may terminate the Agreement as contemplated in Section 11 if Client in fact fails to adhere to the foregoing acceptable use standards.

THE WARRANTIES SET FORTH IN THIS SECTION 3, IN SECTION 10, AND ON ATTACHMENT C, ARE THE ONLY WARRANTIES MADE BY IT-STABILITY. IT-STABILITY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. IT-STABILITY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY IT-STABILITY, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

#### **4. Limitation of Liability**

EXCEPT AS PROVIDED IN THE ADDENDUM ON ATTACHMENT C AND IN THIS SECTION, UNDER NO CIRCUMSTANCES WILL IT-STABILITY OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO IT-STABILITY'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY IT-STABILITY OF THIS AGREEMENT, IT-STABILITY'S LIABILITY TO CLIENT WILL NOT EXCEED THE AMOUNT PAID TO IT-STABILITY BY CLIENT DURING THE PREVIOUS THREE MONTHS.

**NO INFRINGEMENT:** IT-Stability warrants the Licensed Material will not infringe any patent, trademarks, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Client shall notify IT-Stability promptly in writing of any known action brought against Client based on an allegation that Client's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). IT-Stability will defend, indemnify and hold Client harmless from any such action at IT-Stability's sole expense, provided that IT-Stability shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Client reasonably cooperates with IT-Stability in such defense. In the event that a final injunction is obtained against Client's use of the Services by reason of an

Infringement or Client is otherwise prohibited from using same, IT-Stability shall to the extent possible and at its expense, within sixty (60) days, either (a) procure for Client the right to continue to use the Services that are infringing, or (b) replace or modify the Services to make its use non-infringing while being capable of performing the same function. If neither option is available to IT-Stability, then Client, at Client's option, may terminate this Agreement without penalty or further payment other than payment of fees for use of the Services prior to said termination.

## **5. Confidential Information**

**Definition.** For purposes of this Agreement "Confidential Information" shall mean information including, without limitation, all Client data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Client under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

### **Nondisclosure**

During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this §5. Both parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

**Injunctive Relief.** In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

## **6. Client Responsibility**

Client is solely responsible for the supervision, management, and control of its use of the Software, and shall defend, indemnify and hold harmless IT-Stability from and against all liabilities and costs (including reasonable attorneys' fees) arising from any third-party claims by any person based upon the usage of the Software, including the unauthorized release of any personally identifiable information as defined by federal and state law.

Client shall use the Services only for lawful purposes. To the extent deemed necessary by Client, Client shall implement security procedures necessary to limit access to the Services to Client's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs.

Client is responsible for establishing designated points of contact to interface with IT-Stability, acceptable hardware, and a sufficient network environment such that Dacra can be effectively used as intended by the parties. Client shall provide all necessary data by August 1, 2018 in order to ensure a October 1, 2018 go-live date.

## **7. Licenses**

IT-Stability hereby grants to Client a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by IT-Stability ("Licensed Material"), which may be furnished to Client under this Agreement. Client is not permitted to resell or lease Dacra services to any third-party client.

Client agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Client also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to Client under this Agreement shall be used by Client only for Client's internal business purposes, shall not be reproduced or copied in whole or in part, and shall not be removed from the United States.

## **8. Client Data**

All citation and hearing data, which may include personally identifiable information, is owned by Client and is to be held as confidential. Quarterly, client may receive a backup of data upon request in a .BAK format and is responsible for all data security and records retention as may be required by federal and state law. Upon termination of the Agreement, IT-Stability will provide a final back-up of client data. Sixty (60) days after delivery of the final back-up, IT-Stability will discard and delete all client data.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to IT-Stability. Any modification to the Software performed by Client directly or indirectly extending the current capabilities shall be the property of IT-Stability and all copyrights and other rights are hereby assigned to IT-Stability.

## **9. CJIS Encryption**

Where necessary and practical, IT-Stability will be in compliance with all Criminal Justice Information Services (CJIS) requirements and certifications.

## **10. Service Performance Guarantees**

IT-Stability guarantees 99.9% availability of Dacra services excluding brief scheduled maintenance. If an unplanned Dacra outage leads to a credit request, said request will be calculated by an hourly proration of the minimum monthly payment. IT-Stability approved credits will be deducted from the next monthly subscription invoice.

All claims are subject to review and verification by IT-Stability.

## **11. Termination**

If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement.

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

This Agreement may be terminated for any reason by Client, provided written notice is served upon IT-Stability not less than six months prior to the termination date.

If Agreement is terminated, Client shall be responsible to pay IT-Stability all outstanding invoiced bills due and owing.

## **12. General Provisions & Force Majeure**

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the Parties and shall be binding on the Parties when accepted by Client. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Client, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon IT-Stability or effective for any purpose, unless accepted by IT-Stability in writing.

It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, IT-Stability's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

(c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Client without the prior written consent of IT-Stability. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of IT-Stability or Client in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any

waiver by IT-Stability or Client of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 11

(h) On IT-Stability's request, no more frequently than annually, Client shall furnish IT- Stability with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

(j) For a breach or default of this Agreement, the Parties may pursue any available remedy available at law or in equity. The non-prevailing party in any dispute under this agreement shall pay all reasonable costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

(k) This Agreement shall be governed by, and construed under, the laws of the State of Illinois applicable to contracts made in and wholly to be performed in the State of Illinois without regard to conflicts of law.

---

*The authorized representative signatures below are full consent to the terms and conditions of this agreement.*

---

For City of Joliet:

By: 

Print: David A. Hales

Title: City Manager

Date: 6-12-18

For IT-Stability Systems-LLC:

By: 

Print: ZLATKO KOPRIVEC

Title: PRESIDENT

Date: 6-7-18

# Dacra Software as a Service Municipal Agreement

## City of Joliet

### Appendix A -Dacra Scope of Services

This purpose of this appendix is to identify the scope of service and features provided to the Client under the terms of this Agreement:

#### Full E-Citation Capabilities

- **State Tickets:** State tickets are printed for the respondent, and transferred electronically to your RMS as well as to the Circuit Clerk. State tickets meet the standards of the Illinois Conference of Chief Circuit Court Judges, and are AOIC compliant.
- **Local Ordinance Tickets:** Available local ordinance citations including animal, parking, and property code violations with customized “back page” text for each citation type.
- **Administrative Tow Tickets:** Administrative tow impound citations and associated notices are created and printed in the system.
- **Warning Tickets:** Warning tickets for both adjudication and state violations can be created, producing a record of prior offenses which gives officers important information when dealing with violators.
- **Must Appear Violations:** Citations can be set automatically by violation or via officer discretion as “must-appear” requiring the violator to be present for the administrative hearing.
- **Juvenile Violations:** If the violator is underage at the time of the citation, the system will automatically identify it as a “juvenile violation” thus ensuring exclusion from public reports or FOIA requests.
- **Racial Profile Reporting:** Dacra requires racial profiling data be completed for applicable state and adjudication violations with auto-population to reduce completion time.
- **Pedestrian Stop Cards:** Dacra enables automated entry of state-mandated pedestrian stop profiling data and generates the required pedestrian receipt.

#### Integrated Officer Safety Features

- **Active Directory Log-In:** The system shall allow Active Directory, single sign-in logins, thus reducing the need for additional passwords and sign-in.
- **Previous Violator History:** The system automatically shows the number of previous warnings and citations for the violator and allows auto-completion of data fields from those previous tickets.
- **LEADS Data Integration:** Full LEADS integration with many vendors allows officers to auto-populate driver and vehicle data.
- **Companion Tickets:** Additional “companion” violations for the same violator are easily completed.
- **Night Mode:** Night mode reduces overall screen brightness from day mode.

#### Tow and Impound Management Tools

- **Night Parking Permission Management:** Permissions are managed via online self-reporting on your municipal website to automatically provide permission to park. The system alerts the patrol officer when a vehicle has been exempted from the ban.
- **Abandoned Vehicle Tracking:** Issues and tracks abandoned vehicle notices and creates reports that assist in conducting follow-up on all complaints.
- **Police Tow Inventory Management:** Create and process tow receipts, vehicle search logs, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase.
- **Administrative Tows:** Dacra transfers the tow data from the issuance of an administrative hold, through payment, and into the hearing ensuring due process.
- **Tow Holds:** Tow “holds,” can be identified which restricts the release of a vehicle until the investigative, insurance, DUI and other holds are removed.

### **Police Record Keeping and Compliance Features**

- **Enhanced Search Capability:** Extensive search capabilities allow for complex, multi-rule data searches for comprehensive analysis.
- **Compliant with State Adjudication Laws:** Hard coded business logic is compliant with statutes regulating citation issuance, notices, and hearing processes with “proof of compliance” for appeals.
- **External Connectivity to RMS:** Citation and violator data can be electronically pushed, to your primary Records Management System with additional interface.
- **Citation Change Auditing:** Automatically audits changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of the change.
- **Address Range Validation:** Dacra tracks the valid upper and lower address ranges of every street, restricting the officer from entering an address outside those ranges.
- **Pedestrian Stop Data Transmission:** Generates a pedestrian stop receipt and enables the automatic transmission of mandated pedestrian stop data to the state.
- **Racial Profiling Reports:** Generates all mandated racial profiling state reports for uploading, additionally, racial profiling data can be data-mined for analysis.
- **Violator Data Expungement:** Effectively manages Illinois state expungement rules for certain violations to ensure compliance.
- **Data Security is Critical:** Through sound architecture structure agency data is secure and kept shielded from hackers by connecting a SQL back end to a Web front end via entity structures.
- **Web Based Product:** Dacra is a hosted service with back-ups located off-site in a backup data center.
- **CJIS Compliance:** Dacra is a fully CJIS compliant software presuming a municipality elects to use all CJIS recommended security features.

### **Administrative Adjudication Hearing Management**

- **Multiple Hearing Locations and Times:** Citations can be automatically assigned to a particular hearing date, time, and location based on a predetermined algorithm.
- **Must Appear Violations:** Must appear citations are specifically highlighted to the Hearing Officer to simplify the hearing process.
- **Individual Dispositions:** The software allows the hearing officer to enter detailed case history notes and reasoning for dispositions, as well as issuing on the spot Findings, Decisions, and Orders.
- **Batch Processing:** Default liable dispositions and findings are efficiently issued by the hearing officer via batch processing for all no-shows.
- **Multiple City Adjudication:** Depending on the multiple city hearing model, the software can provide the ability for joint hearings to be conducted.
- **On-Line Adjudication:** The system provides a manner by which appropriate respondents can enter their plea, testimony, and evidence via on-line portal. Respondents conveniently receive the case ruling via the same portal.

### **Payment and Collections Management**

- **Ticket Payment Entry:** Dacra uses a web interface for ticket payment entry as well as generation of respondent receipts. With an additional interface, it can support integrating with municipal finance/ERP systems to streamline data entry.
- **Automated Fine Escalation:** The system automatically monitors unpaid citations and escalates fines according to your local ordinance fine escalation schedule.
- **Parking Scofflaw Boot/Impound:** Dacra tracks vehicles with multiple unpaid violations and allows boot or impound notice for all vehicles associated with that violator per your municipal ordinance.
- **DL Suspension:** The system tracks violators with 10 unpaid violations and can generate all state required notices to suspend their driver’s license per state statute. Reinstatement notices are issued upon payment.
- **Collections Vendor Integration:** Interfaces available for collections vendors to automate the data transfer for unpaid debts to and from the collections agency.



# Dacra Software as a Service Municipal Agreement

## City of Joliet

### Appendix A1: Legal Department Case Tracking Module

The City of Joliet has requested a Legal Case Tracking module that allows for the tracking, searching, and updating of case information and status, and exporting payment due data to the municipal financial system. The system will initially support the following Case types:

- *Demolition Cases*
- *Housing Cases*
- *Claims Against the City*
- *Civil Lawsuits Against the City*
- *Small Claims Cases*

Small Claims Cases will have the following additional subtypes:

- *Property Damage*
- *Vehicle Damage*
- *False Alarm Bills*
- *Water Bills*
- *Special Service Area*
- *Worker's Comp*
- *Miscellaneous*

The Case Tracking Module will be integrated into the Dacra system and share its technologies. It will consist of a responsive-design web-based front end for multiple-platform support, .NET Entity Framework middleware, and SQL backend. The Case Tracking Module will be access-controlled to only allow authorized users to open the module. The overall goal is the module shall be robust and extensible to support future enhancements.

#### Project Phasing

**Phase 1:** Create Tracking System of all above listed initial case types.

**Phase 2:** Create ability to link supporting documents for each case (PDF, photos, etc. as currently supported by Dacra). Support documents will be stored on a designated municipal file server, and the location and description of document linked to the case.

**Phase 3:** Create Utility tools to allow users to create new case types and assigning of fields to those cases, and creation of New Small Claims by users.

#### Database Fields:

A table will be created with the following database fields:

- Case Number
- Property Address
- Parcel ID No. (PIN)
- Owner Name(s)
- Date Received from Neighborhood Services
- Date Complaint Filed
- Court Date
- Date of Decree of Demolition
- Date of Demolition
- Date of Lien
- Amount of Lien
- Amount Paid
- Contact Name
- Contact Address
- Violation
- Inspector
- Court Date
- Disposition
- Property Damage
- Vehicle Damage
- False Alarm Bills
- Water Bills
- Special Service Area
- Workers Comp.
- Miscellaneous
- Claim Type
- Amount of Claim
- Court Costs
- Payment Plan Amount
- Date Payments Due
- Date Collected
- Total Amount Collected
- Location of Damage/Injury
- Amount Claimed
- Settlement Amount
- Claim Disposition (Paid or Denied)
- Case Status (Active or Closed)
- Plaintiff Name(s)
- Defendant Names(s)
- Assigned Attorney
- Law Firm
- Law Firm Address
- Phone Number
- Email Address
- Notes

**Initial Case Types Data Fields:**

***Demolition Cases***

- Case No.
- Property Address
- Parcel ID No. (PIN)
- Owner Name(s)
- Date Received from Neighborhood Services
- Date Complaint Filed
- Court Date
- Date of Decree of Demolition
- Date of Demolition
- Date of Lien
- Amount of Lien
- Amount Paid

***Housing Cases***

- Case No.
- Contact Name
- Contact Address
- Parcel ID No. (PIN)
- Violation
- Inspector
- Court Date
- Disposition

***Small Claims***

- Type of Small Claims Case (Dropdown)
- Case No.
- Name
- Address
- Claim Type
- Amount of Claim
- Court Costs
- Payment Plan Amount
- Date Payments Due
- Date Collected
- Total Amount Collected

***Types of Small Claims – Dropdown List***

- Property Damage
- Vehicle Damage
- False Alarm Bills
- Water Bills
- Special Service Area
- Worker's Comp.
- Miscellaneous

***Claims Filed Against The City***

- Case No.
- Name
- Address
- Location of Damage/Injury
- Amount Claimed
- Settlement Amount
- Claim Disposition (Paid or Denied)

***Civil Lawsuits Against the City***

- Case No.
- Plaintiff Name(s)
- Defendant Name(s)
- Assigned Attorney
- Law Firm
- Law Firm Address
- Phone Number
- Email Address
- Disposition
- Settlement Amount
- Notes
- Status: active/close

**Entry Screen:**

There will be 3 items in the module entry screen:

- Create New Case (Select Case Type from Dropdown)
- Search Cases (From there can Open, Edit, and Print Case. Search will be on all case database fields)
- Utility (To allow for creation of New Case Types and Assigning of Fields to those cases, and creation of New Small Claims by users)

*\*\*\*Legal Case Tracking Module Design Tentatively Approved 5/15/2018\*\*\**

# Dacra Software as a Service Municipal Agreement

## City of Joliet

### Appendix B -Dacra Price, Billing, and Payment

The purpose of this appendix is to outline the Client's price, billing, and payment terms applicable for obtaining licensed Dacra subscription services for the initial period of this Agreement:

#### Price – Initial Set-Up Cost

In exchange for software set-up, training, and support services necessary to prepare system for Client's licensed use of Dacra software and features, as defined in Appendix A, Client will pay a \$27,000.00 setup fee. Initial set-up services are defined as:

- Standard installation will include system set-up and configuration but does not include customization, interfaces, or data migration.
- Project management services to coordinate the implementation of Dacra software are included.
- Training will consist of onsite training which includes full training for agreed upon super users as well as preparing super users to conduct training for all other staff on field entry of citations.
- Ongoing support services may be provided to Client via remote access, email, and telephone during normal business hours.
- Legal Case Tracking Module development and installation as defined in Appendix A1.

#### Price – Monthly Subscription Fee

In exchange for ongoing licensed use of Dacra software and features, as defined in Appendix A, Client will pay either the *Minimum Monthly Fee* or the *Monthly Usage Fee*, whichever is greater:

- *Minimum Monthly Fee* is \$1,500.00.
- *Monthly Usage Fee* is tiered based on citation volume and is calculated by totaling the following:
  - *Tier 1 – 0-10k Citations*
    - \$2.00 per adjudication citation and administrative tow ticket created in the system
    - \$0.00 per state citation issued in the system
    - \$0.00 per warning citation issued in the system
    - \$2.00 per Finding, Decision, and Order "FDO" issued in the system.
  - *Tier 2 – 10k-20k Citations*
    - \$1.50 per adjudication citation and administrative tow ticket created in the system
    - \$0.00 per state citation issued in the system
    - \$0.00 per warning citation issued in the system
    - \$1.50 per Finding, Decision, and Order "FDO" issued in the system.
  - *Tier 3 – Over 20k Citations*
    - \$1.00 per adjudication citation and administrative tow ticket created in the system
    - \$0.00 per state citation issued in the system
    - \$0.00 per warning citation issued in the system
    - \$1.00 per Finding, Decision, and Order "FDO" issued in the system.

**Billing – Initial Set-Up Cost**

The initial set-up cost shall be invoiced upon signing of the contract by Client and IT-Stability representatives.

**Billing – Monthly Subscription Fee**

The monthly subscription service shall begin on October 1, 2018 if 1) the service is installed and running; or if 2) IT-Stability is prepared to go-live and has delivered notice of such intent to the Client.

In the event that the Client provided all necessary data by August 1, 2018 as per section 6 of this agreement and the service is not installed and running on October 1, 2018, the subscription services shall begin upon the date that the service is installed and running.

Invoices will be sent on the first business day of the month for the prior month's service.

**Payment**

All payments are due thirty (30) days after the invoice date. If payment is not received, services may be suspended or terminated as per section 11 of this agreement.

**Additional Services**

Any additional services shall be mutually agreed upon in writing prior to work being performed and/or invoiced.

**Dacra Software as a Service Municipal Agreement**  
**City of Joliet**  
**Appendix C - Compliance Affidavit**

**Section 1: EQUAL EMPLOYMENT OPPORTUNITY** *(required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.)*

In the event of the Vendor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the Vendor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, age, physical or mental handicap unrelated to ability, unfavorable discharge from military service, ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
  
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
  
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation hereunder.
  
5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulation for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract's obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause be such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **Section 2: TAX COMPLIANCE**

1. The undersigned on behalf of the Vendor certifies that neither the undersigned nor the entity is barred from contracting with the City because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;

2. The Vendor understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

### **Section 3: ILLINOIS DRUG FREE WORK PLACE ACT**

The Vendor through the undersigned will publish a statement:

1. Notifying the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place;

2. Specifying the action that will be taken against employees for violating this provision;

3. Notifying the employees that, as a condition of their employment to work under the City contract, the employee will:

A. Abide by the terms of the statement;

B. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

4. Establish a drug free awareness program to inform employees about:

A. The dangers of drug abuse in the work place;

B. The policy of maintaining a drug-free work place;

C. Any available drug counseling, rehabilitation or employee assistance programs;

D. The penalties that may be imposed upon an employee for drug violations.

5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the City, and shall post the statement in a prominent place in the work place.

6. The undersigned will notify the City within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place shall:
  - A. Take appropriate action against such employee up to and including termination;
  - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**Section 4: SEXUAL HARASSMENT POLICY**

The undersigned on behalf of the Vendor certifies that a written sexual harassment policy pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) exists.

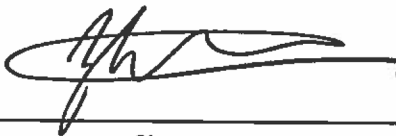
This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal compliant process, including penalties;
5. The legal recourse, investigative and compliant process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

**CERTIFICATION**

As a condition of entering into a contract, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the Dacra Software, IT-Stability (the "Vendor"), and that all information contained in this Affidavit is true and correct in both substance and fact.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION OF THE CONTRACT AND ARE INCORPORATED WITHIN THE TERMS OF THE CONTRACT.




---

<i>Signature</i>	<i>Name</i>	<i>Title</i>
	Zlatko Koprivec	President, IT-Stability Systems LLC